

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

07-08-1998

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



100755804

MRD 6-26-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- ☐ Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- ☐ Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- ☐ Merger
- ☐ Change of Name
- ☐ Other \_\_\_\_\_

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Shorty's World, Inc.

4 30 98

Formerly \_\_\_\_\_

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other \_\_\_\_\_
- ☐ Citizenship/State of Incorporation/Organization New Hampshire

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Citizens Bank New Hampshire

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 875 Elm Street

Address (line 2) \_\_\_\_\_

Address (line 3) Manchester

New Hampshire

03101

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☒ Other Bank
- ☐ Citizenship/State of Incorporation/Organization New Hampshire

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/06/1998 SSNITH 00000006 1795061

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 1747 FRAME: 0916

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Citizens Bank New Hampshire  
Address (line 1) 875 Elm Street  
Address (line 2) Manchester, NH 03101  
Address (line 3)   
Address (line 4) Attn: Susan Macrolek, Vice President

**Correspondent Name and Address**

Area Code and Telephone Number

Name Same  
Address (line 1)   
Address (line 2)   
Address (line 3)   
Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

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**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			1,795,061		

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

N/A

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frederic A. Loeffler

Name of Person Signing

Signature

Date Signed

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REEL: 1747 FRAME: 0917

## COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Shorty's World, Inc., a New Hampshire corporation, with a place of business at 1631 Elm Street, Manchester, New Hampshire 03101 (the "Assignor") hereby assigns and grants to Citizens Bank New Hampshire with a place of business at 875 Elm Street, Manchester, New Hampshire 03101 (the "Lender"), a security interest in and to all of the rights, title and interest of the Guarantor in and to the (i) trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing as set forth on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Guarantor's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Lender has given notice to the Assignor of the Lender's intention to exercise its rights under the Security Agreement, the Lender hereby grants to the Assignor, without representation or warranty by the Lender, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with goods and services sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of April \_\_\_\_, 1998 by and between the Assignor and the Lender, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of  
~~May~~ 15, 1998.  
June

ASSIGNOR:

SHORTY'S WORLD, INC.

By: 

Name: FREDERIC A. LOEFFLER

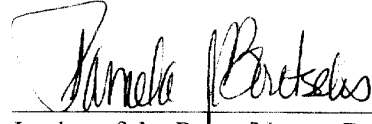
Title: CHAIRMAN

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REEL: 1747 FRAME: 0918

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 1998, by Federica A. Koffler, as Chairman of Shorty's World, Inc., a New Hampshire Corporation, on behalf of the Corporation.



Justice of the Peace/Notary Public

My Commission Expires: 2002

**PAMELA J. BOUTSELIS, Notary Public**  
My Commission Expires September 4, 2002

# SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Goods/Services</u>
Shorty's Mexican Roadhouse (and Design)	1,795,061	9/28/93	9/28/03	Clothing, namely long and short sleeve T-shirts hats, and boxer shorts in Class 25.  Restaurant Services relating to Mexican food in Class 42.