

07-14-1998



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Houlihan's Restaurants, Inc.  
Two Brush Creek Blvd.  
P.O. Box 16000  
Kansas City, MO 64112

A Delaware corporation

2. Name and address of receiving party:

BankBoston, N.A., as Agent  
100 Federal Street  
Boston, Massachusetts 02110

A national banking association

3. Nature of conveyance: Trademark Collateral Security and Pledge Agreement

Execution date: June 29, 1998

4. Application numbers and registration numbers:

- A. Trademark registration numbers:

Registration No:	Registration Date:	Trademark:
1,021,255	Sept. 23, 1975	PHINEAS PRIME RIB
1,050,344	Oct. 12, 1976	HOULIHAN'S OLD PLACE
1,129,719	Jan. 22, 1980	DARRYL'S

1,130,580	Feb. 5, 1980	SAM WILSON'S MEAT MARKET RESTAURANT and design
1,130,582	Feb. 5, 1980	HOULIHAN'S OLD PLACE and design
1,130,583	Feb. 5, 1980	GR and design
1,185,229	Jan. 5, 1982	THE BUENA VISTA
1,273,936	Apr. 10, 1984	THE BUENA VISTA and design
1,363,864	Oct. 1, 1985	DEVON BAR & GRILL
1,566,527	Nov. 14, 1989	BRAXTON SEAFOOD GRILL and design
1,617,171	Oct. 9, 1990	BRAXTON SEAFOOD GRILL & CHOPHOUSE
1,634,494	Feb. 5, 1991	BRAXTON SEAFOOD GRILL & CHOPHOUSE
1,675,147	Feb. 11, 1992	HOULIHAN'S
1,719,049	Sept. 22, 1992	GR
1,748,764	Jan. 26, 1993	DARRYL'S
1,761,607	Mar. 30, 1993	<i>DESIGN ONLY (OF PIG'S HEAD)</i>
1,835,780	May 10, 1994	HOULIHAN'S
1,852,768	Sept. 6, 1994	GR and design
1,856,104	Sept. 27, 1994	CAMP HOULI
1,864,879	Nov. 29, 1994	THE PIG POUNDER
1,864,880	Nov. 29, 1994	DARRYL'S ORIGINAL PREMIUM LAGER BEER and design
1,877,818	Feb. 7, 1995	KAMIKAZE
1,930,711	Oct. 31, 1995	HONCHORITA
1,933,273	Nov. 7, 1995	A CELEBRATION OF THE SOUTH
1,943,986	Dec. 26, 1995	ROADSIDE
1,962,721	Mar. 19, 1996	CHARLESTON CHOCOLATE CHIP PIE
1,975,716	May 28, 1996	CHARLESTON CHOCOLATE CHIP PIE
1,984,915	July 9, 1996	HOULIHAN'S and design
2,011,988	Oct. 29, 1996	JG J. GILBERT'S WOOD-FIRED STEAKS
2,018,664	Nov. 26, 1996	HOULIHAN'S
2,100,677	Sept. 30, 1997	HOULIHAN'S BEST GUEST
2,129,750	Jan. 20, 1998	J. GILBERT'S

B. Trademark application numbers:

Serial No:	Filing Date:	Trademark:
75-024957	Nov. 28, 1995	J. GILBERTS WOOD-FIRED GRILL

5. Name and address of party to whom correspondence concerning document should be mailed:

Lucas Rogers  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 33

7. Total fee enclosed: \$840.00

8. Deposit account number: Not applicable

9. 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.

Lucas Rogers  
Type or Print Signatory's  
Name

Lucas Rogers  
Signature  
6/6/98  
Date

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 36

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**TRADEMARK COLLATERAL**  
**SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of June 29, 1998, among HOULIHAN'S RESTAURANTS, INC., a Delaware corporation, (f/k/a Gilbert/Robinson, Inc.) HOULIHAN'S OF UNION STATION, INC., a Missouri corporation, HOULIHAN'S OF FARMINGDALE, INC., a Missouri corporation, HOULIHAN'S/BERGEN COUNTY, INC., a New Jersey corporation, HOULIHAN'S/MARYLAND, INC., a Maryland corporation, HOULIHAN'S OF INDIANAPOLIS, INC., an Indiana corporation, HOULIHAN'S/MILWAUKEE, INC., a Wisconsin corporation, HOULIHAN'S OF CALIFORNIA, INC., a California corporation, HOULIHAN'S/SAN FRANCISCO, INC., a California corporation, RESTAURANT SUPPLY, INC., a Missouri corporation, RED STEER, INC., a Missouri corporation, SAM WILSON'S/KANSAS, INC., a Kansas corporation, S & H BEVERAGE CO., INC., a Texas corporation, G/R TEXAS ENTERPRISES, INC., a Texas corporation, DARRYL'S OF KISSIMMEE, INC., a Missouri corporation, DARRYL'S OF ST. LOUIS COUNTY, INC., a Missouri corporation and DARRYL'S OF OVERLAND PARK, INC., a Kansas corporation (each, an "Assignor," and collectively the "Assignors"), each Assignor having its principal place of business at Two Brush Creek Blvd., P.O. Box 16000, Kansas City, Missouri 64112, and BankBoston, N.A., a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter, in such capacity, the "Agent") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Revolving Credit and Term Loan Agreement of even date herewith (as amended and in effect from time to time, the "Credit Agreement"), among the Assignors, the Guarantor, the Banks and the Agent.

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignors under the Credit Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Banks and the Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignors have executed and delivered to the Agent, for the benefit of the Banks and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignors have granted to the Agent, for the benefit of the Banks and the Agent, a security

interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating

to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by any Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of any Assignor, or to which any Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Assignor or are now owned, held or used by any Assignor, in any Assignor's business, or with any Assignor's products and services, or in which any Assignor has any right, title or interest, or (iii) are

in the future adopted, acquired, owned, held and used by any Assignor in any Assignor's business or with any Assignor's products and services, or in which any Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of any Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of any Assignor, or by any franchisee, licensee or contractor of any Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien (except subject to liens permitted under the Credit Agreement) on all of such Assignor's right, title and interest to the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) such Assignor's right, title and interest to the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent. In addition, each Assignor hereby agrees upon the request of the Agent following and during the continuance of an Event of Default, to execute, and in addition hereby confirms that pursuant to §10 hereof such Assignor has constituted and appointed the Agent as such Assignor's true and lawful attorney in fact to execute on such Assignor's behalf, an assignment of federally registered trademarks and other registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO and any other relevant authority the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks and the Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written

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demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement each Assignor has granted to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on such Assignor's right, title and interest to the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or any other relevant authority, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by any Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of each

Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by any Assignor of the trademark rights of others; (vi) the Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by any Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality (with respect to both such Assignor's own practice and the practice of all the other Assignors) in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Missouri, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and Wisconsin under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by each Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by each Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

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#### **4. INSPECTION RIGHTS.**

Each Assignor hereby grants to each of the Agent and the Banks and its employees and agents the right to visit such Assignor's Stores and other facilities that prepare, manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

#### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Agent's prior written consent, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the any Assignor's obligations under this Trademark Agreement or the Security Agreement.

#### **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignors shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

**6.2. Amendment to Schedule.** Each Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

#### **7. TRADEMARK PROSECUTION.**

**7.1. Assignors Responsible.** Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Bank in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark

Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignors shall retain trademark counsel reasonably acceptable to the Agent.

**7.2. Assignors' Duties, etc.** Each Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne jointly and severally by the Assignors. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

**7.3. Assignors' Enforcement Rights.** Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Such Assignor may require the Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Bank to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §7.3.

**7.4. Protection of Trademarks, etc.** In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Borrowers taken as a whole. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Borrowers taken as a whole.

**7.5. Notification by Assignors.** Promptly upon obtaining knowledge thereof, the Assignors will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents) those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

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## **9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Agent, in its own name or that of any Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree jointly and severally promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

## **10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, including, without limitation, on the Assignment of Marks attached as Exhibit 1 hereto, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Such Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

## **11. FURTHER ASSURANCES.**

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark

Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

## **12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignors (the Assignors being jointly and severally liable for such expense), execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Security Agreement.

## **13. COURSE OF DEALING.**

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors, such liability to be borne jointly and severally.

TRADEMARK

REEL: 1752 FRAME: 0692

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH ASSIGNOR, AND THE ASSIGNORS SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES, SUCH LIABILITY TO INDEMNIFY TO BE BORNE JOINTLY AND SEVERALLY BY THE ASSIGNORS.

**17. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignors, at Two Brush Creek Blvd., P.O. Box 16000, Kansas City, Missouri 64112, Attention: Chief Financial Officer, President, or at such other address for notice as the Assignors shall last have furnished in writing to the person giving the notice; and

(b) if to the Agent, at 100 Federal Street, Boston, Massachusetts 02110, Attention: Christopher M. Holtz, Vice President, or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice.



Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

#### **18. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and the Assignors, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

#### **19. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

#### **20. WAIVER OF JURY TRIAL.**

**EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Agent or any Bank nor any representative, agent or attorney of the Agent or any Bank has represented, expressly or otherwise,

that the Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §20.

## **21. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

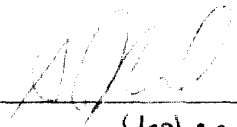
IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

HOULIHAN'S RESTAURANTS, INC.  
HOULIHAN'S OF UNION STATION, INC.  
HOULIHAN'S OF FARMINGDALE, INC.  
HOULIHAN'S/BERGEN COUNTY, INC.  
HOULIHAN'S/MARYLAND, INC.  
HOULIHAN'S OF INDIANAPOLIS, INC.  
HOULIHAN'S/MILWAUKEE, INC.  
HOULIHAN'S OF CALIFORNIA, INC.  
HOULIHAN'S/SAN FRANCISCO, INC.  
RESTAURANT SUPPLY, INC.  
RED STEER, INC.  
SAM WILSON'S/KANSAS, INC.  
S & H BEVERAGE CO., INC.  
G/R TEXAS ENTERPRISES, INC.  
DARRYL'S OF KISSIMMEE, INC.  
DARRYL'S OF ST. LOUIS COUNTY, INC.  
DARRYL'S OF OVERLAND PARK, INC.

By: \_\_\_\_\_

Name:

Title:

 Stephen Niel


Vice President

BANKBOSTON, N.A., as Agent

By: \_\_\_\_\_

Name:

Title:

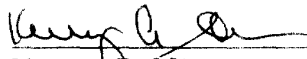
 Christopher Holtz

Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29<sup>th</sup> day of June, 1998, personally appeared Stephen Kiel to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Houlihan's Restaurants, Inc., Houlihan's of Union Station, Inc., Houlihan's of Farmingdale, Inc., Houlihan's/Bergen County, Inc., Houlihan's/Maryland, Inc., Houlihan's of Indianapolis, Inc., Houlihan's/Milwaukee, Inc., Houlihan's of California, Inc., Houlihan's/San Francisco, Inc., Restaurant Supply, Inc., Red Steer, Inc., Sam Wilson's/Kansas, Inc., S & H Beverage Co., Inc., G/R Texas Enterprises, Inc., Darryl's of Kissimmee, Inc., Darryl's of St. Louis County, Inc. and Darryl's of Overland Park, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

KERRY A. SHINE  
NOTARY PUBLIC, State of New York  
No. 01SH6006667  
Qualified in Queens County  
Commission Expires May 4, 2000

TRADEMARK

REEL: 1752 FRAME: 0697

## **SCHEDULE A**

### **Trademarks and Trademark Registrations<sup>1</sup>**

Trademark or <u>Service Mark</u>	Federal Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
PHINEAS PRIME RIB	1,021,255	Sept. 23, 1975
HOULIHAN'S OLD PLACE	1,050,344	Oct. 12, 1976
DARRYL'S	1,129,719	Jan. 22, 1980
SAM WILSON'S MEAT MARKET RESTAURANT and design	1,130,580	Feb. 5, 1980
HOULIHAN'S OLD PLACE and design	1,130,582	Feb. 5, 1980
GR and design	1,130,583	Feb. 5, 1980
THE BUENA VISTA	1,185,229	Jan. 5, 1982
THE BUENA VISTA and design	1,273,936	Apr. 10, 1984
DEVON BAR & GRILL	1,363,864	Oct. 1, 1985
BRAXTON SEAFOOD GRILL and design	1,566,527	Nov. 14, 1989
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,617,171	Oct. 9, 1990
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,634,494	Feb. 5, 1991
HOULIHAN'S	1,675,147	Feb. 11, 1992
GR	1,719,049	Sept. 22, 1992
DARRYL'S	1,748,764	Jan. 26, 1993
<i>DESIGN ONLY (OF PIG'S HEAD)</i>	1,761,607	Mar. 30, 1993
HOULIHAN'S	1,835,780	May 10, 1994
GR and design	1,852,768	Sept. 6, 1994
CAMP HOULI	1,856,104	Sept. 27, 1994
THE PIG POUNDER	1,864,879	Nov. 29, 1994

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<sup>1</sup>Each of the federal, state and foreign trademarks, trademark registrations and applications therefor set forth in this Schedule A are held by Houlihan's Restaurants, Inc.

Trademark or <u>Service Mark</u>	Federal Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S ORIGINAL PREMIUM LAGER BEER and design	1,864,880	Nov. 29, 1994
KAMIKAZE	1,877,818	Feb. 7, 1995
HONCHORITA	1,930,711	Oct. 31, 1995
A CELEBRATION OF THE SOUTH	1,933,273	Nov. 7, 1995
ROADSIDE	1,943,986	Dec. 26, 1995
CHARLESTON CHOCOLATE CHIP PIE	1,962,721	Mar. 19, 1996
CHARLESTON CHOCOLATE CHIP PIE	1,975,716	May 28, 1996
HOULIHAN'S and design	1,984,915	July 9, 1996
JG J. GILBERT'S WOOD- FIRED STEAKS	2,011,988	Oct. 29, 1996
HOULIHAN'S	2,018,664	Nov. 26, 1996
HOULIHAN'S BEST GUEST	2,100,677	Sept. 30, 1997
J. GILBERT'S	2,129,750	Jan. 20, 1998

Trademark or <u>Service Mark</u>	Pending Federal Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
J. GILBERTS WOOD-FIRED GRILL	75-024957	Nov. 28, 1995

<u>Trademark or Service Mark</u>	<u>State</u>	State Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S	Alabama	105-449	Aug. 14, 1992
HOULIHAN'S	Arizona	029347	Feb. 20, 1991
HOULIHAN'S OLD PLACE	Arizona	062865	Nov. 1, 1985
THE BUENA VISTA and design	California	9687	May 12, 1980
HOULIHAN'S OLD PLACE	California	24506	Oct. 3, 1985
HOULIHAN'S	California	38740	June 24, 1991
BUENA VISTA	California	61423	Apr. 22, 1980
HOULIHAN'S OLD PLACE	Colorado	T29398	Sept. 26, 1985
HOULIHAN'S (w/stylized lettering)	Colorado	911010769	Feb. 21, 1991
HOULIHAN'S	Colorado	911010770	Feb. 21, 1991
CHARLEY'S PLACE	Connecticut	7198	June 2, 1988
HOULIHAN'S	Connecticut	9812	Feb. 7, 1996
J. GILBERT'S WOOD-FIRED STEAKS and design	Connecticut	20174	May 13, 1997
DARRYL'S	Florida	T16093	Aug. 2, 1992
HOULIHAN'S	Florida	T14243	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Florida	925360	Oct. 20, 1981
HOULIHAN'S	Georgia	S-10740	Apr. 9, 1991
HOULIHAN'S OLD PLACE	Georgia	S-6190	Oct. 17, 1985
CHEQUERS BAR & GRILL	Georgia	S-3118	Nov. 8, 1983
HOULIHAN'S OLD PLACE	Illinois	57197	Sept. 24, 1985

TRADEMARK  
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Trademark or Service Mark	State	State Registrations -- State	
		Registration No.	Registration Date
BRAXTON SEAFOOD GRILL	Illinois	063948	Feb. 21, 1989
HOULIHAN'S	Illinois	068114	Feb. 21, 1991
DARRYL'S	Indiana	5010-1498	Aug. 14, 1992
HOULIHAN'S	Indiana	5010-0600	Feb. 28, 1991
HOULIHAN'S OLD PLACE	Indiana	50096884	Sept. 25, 1985
BRISTOL BAR & GRILL	Kansas	N/A	Apr. 21, 1997
DARRYL'S	Kansas	N/A	Jul. 31, 1992
HOULIHAN'S	Kansas	N/A	Feb. 18, 1991
DARRYL'S	Kentucky	10345	Aug. 12, 1992
HOULIHAN'S OLD PLACE	Louisiana	43-1772	Sept. 5, 1985
HOULIHAN'S	Louisiana	49-0738	Feb. 18, 1991
HOULIHAN'S	Maryland	1991-S2694	Feb. 21, 1991
PHINEAS	Maryland	1992-S2991	Aug. 24, 1992
HOULIHAN'S OLD PLACE	Maryland	1995S3463	Nov. 1, 1985
HOULIHAN'S	Maryland	45177	Feb. 22, 1991
HOULIHAN'S OLD PLACE	Massachusetts	51663	Sept. 12, 1995
HOULIHAN'S OLD PLACE	Michigan	M39-046	Oct. 2, 1985
BRISTOL BAR & GRILL	Missouri	S7473	Sept. 16, 1982
DARRYL'S	Missouri	S12041	Aug. 6, 1992
HOULIHAN'S	Missouri	S11360	Feb. 21, 1991
HOULIHAN'S OLD PLACE	Missouri	S8799	Sept. 9, 1985
HOULIHAN'S	Nevada	28-768	Jan. 24, 1996
HOULIHAN'S OLD PLACE	New Jersey	5250	Aug. 16, 1984
HOULIHAN'S	New Jersey	9762	Mar. 14, 1991
HOULIHAN'S OLD PLACE	New York	S-14282	Sept. 10, 1984



<u>Trademark or Service Mark</u>	<u>State</u>	<u>State Registrations -- State</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	New York	S-12521	Apr. 15, 1991
HOULIHAN'S	North Carolina	T-11864	Jan. 15, 1996
DARRYL'S 1849	North Carolina	1661	May 3, 1972
DARRYL'S 1906	North Carolina	1662	May 3, 1972
DARRYL'S 1913	North Carolina	3115	Jul. 13, 1978
DARRYL'S 1808	North Carolina	3116	Jul 13, 1978
DARRYL'S 1890	North Carolina	3117	Jul 13, 1978
DARRYL'S 1907	North Carolina	3118	Jul. 13, 1978
DARRYL'S	North Carolina	3120	Jul 13, 1978
HOULIHAN'S	North Dakota	11362300	May 29, 1996
HOULIHAN'S OLD PLACE	Ohio	SM63057	Sept. 23, 1985
HOULIHAN'S	Ohio	67160	Feb. 19, 1991
HOULIHAN'S	Oregon	S30542	May 9, 1996
HOULIHAN'S (w/stylized lettering)	Pennsylvania	N/A	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Pennsylvania	8454765	Aug. 2, 1984
HOULIHAN'S	Puerto Rico	35556	March 1996
HOULIHAN'S	South Carolina	N/A	June 2, 1997
DARRYL'S	Tennessee	N/A	Aug. 5, 1992
HOULIHAN'S OLD PLACE	Texas	45566	Oct. 28, 1985
HOULIHAN'S	Texas	51042	Apr. 26, 1991
CHARLEY'S PLACE	Virginia	N/A	Mar. 8, 1988
HOULIHAN'S OLD PLACE and design	Virginia	0317	Oct. 2, 1985
HOULIHAN'S	Virginia	3938A	Feb. 20, 1991
DARRYL'S	Virginia	0920811 A4529	Aug. 11, 1992
HOULIHAN'S	Washington	26065	May 27, 1997
HOULIHAN'S	Wisconsin	N/A	Jul. 22, 1992
HOULIHAN'S OLD PLACE	Wisconsin	N/A	Oct. 30, 1985

<u>Trademark or Service Mark</u>	<u>Country</u>	Foreign Registrations -- Foreign	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	Argentina	1,633,764	May 27, 1997
HOULIHAN'S	Australia	636,575	Aug. 2, 1994
HOULIHAN'S OLD PLACE and design	Brunei	20,969	Aug. 23, 1994
HOULIHAN'S	China	772,890	No. 28, 1994
HOULIHAN'S	Columbia	190,626	Oct. 31, 1996
HOULIHAN'S	Dominican Republic	85,346	Aug. 15, 1996
DARRYL'S (CLASS 16)	Great Britain	1,165,832	Dec. 3, 1981
DARRYL'S (CLASS 29)	Great Britain	1,165,833	Dec. 3, 1981
DARRYL'S (CLASS 33)	Great Britain	1,165,834	Dec. 3, 1981
HOULIHAN'S OLD PLACE and design	Hong Kong	00,677	Aug. 5, 1994
HOULIHAN'S OLD PLACE	Hong Kong	06,547	Jan. 25, 1995
HOULIHAN'S	Hong Kong	06,548	Jan. 25, 1995
HOULIHAN'S	Indonesia	321,086	Sept. 22, 1993
HOULIHAN'S	Japan	3,315,844	May 30, 1997
HOULIHAN'S	Korea	25,662	Jan. 14, 1995
HOULIHAN'S OLD PLACE and design	Malaysia	94/07,043	Jul. 17, 1997
HOULIHAN'S OLD PLACE and design	New Zealand	239,490	Sept. 12, 1997
HOULIHAN'S	Phillipines	89,124	Dec. 17, 1997
HOULIHAN'S	Taiwan (R.O.C.)	82,490	Apr. 16, 1996
HOULIHAN'S	Thailand	SN2060	Nov. 19, 1993
HOULIHAN'S	Uruguay	286,582	information pending

<u>Trademark or Service Mark</u>	<u>Country</u>	Pending Foreign Registrations --	
		<u>Foreign Application No.</u>	<u>Application Date</u>
HOULIHAN'S	Brazil	819219681	Apr. 16, 1996
HOULIHAN'S	Chile	pending	pending
HOULIHAN'S OLD PLACE and design	European Community	139675	Apr. 1, 1996
HOULIHAN'S	Japan	5-65884	Jun. 29, 1993
HOULIHAN'S	Mexico	278014	Oct. 25, 1996
HOULIHAN'S and design	Mexico	278015	Oct. 25, 1996
HOULIHAN'S and design	Mexico	278016	Oct. 25, 1996
HOULI'S CANCUN	Mexico	291052	Mar. 31, 1997
HOULI'S	Mexico	291053	Mar. 31, 1997
BRANDON'S	Mexico	299383	Jun. 25, 1997
HOULIHAN'S OLD PLACE and design	Phillipines	95339	Sept. 21, 1994
HOULIHAN'S	Singapore	6969/94	Aug. 21, 1994

## **EXHIBIT 1**

### **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS**

WHEREAS, HOULIHAN'S RESTAURANTS, INC., (f/k/a Gilbert/Robinson, Inc.) a corporation organized and existing under the laws of the State of Delaware, having a place of business at Two Brush Creek Blvd., P.O. Box 16000, Kansas City, Missouri 64112 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office and certain other jurisdictions identified on such Annex; and

WHEREAS, BANKBOSTON, N.A., a national banking association, having a place of business at 100 Federal Street, Boston, MA 02110 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer,  
has executed this assignment, as an instrument under seal, on this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_.

HOULIHAN'S RESTAURANTS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing assignment of the Marks and the registrations thereof  
and registration applications therefor by the Assignor to the Assignee is  
hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

BANKBOSTON, N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
appeared \_\_\_\_\_, the person who signed this  
instrument, who acknowledged that he is the  
\_\_\_\_\_ of HOULIHAN'S RESTAURANTS, INC.  
and that being duly authorized he signed such instrument as a free act on  
behalf of HOULIHAN'S RESTAURANTS, INC.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## ANNEX

### Trademarks and Trademark Registrations<sup>2</sup>

Trademark or <u>Service Mark</u>	Federal Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
PHINEAS PRIME RIB	1,021,255	Sept. 23, 1975
HOULIHAN'S OLD PLACE	1,050,344	Oct. 12, 1976
DARRYL'S	1,129,719	Jan. 22, 1980
SAM WILSON'S MEAT MARKET RESTAURANT and design	1,130,580	Feb. 5, 1980
HOULIHAN'S OLD PLACE and design	1,130,582	Feb. 5, 1980
GR and design	1,130,583	Feb. 5, 1980
THE BUENA VISTA	1,185,229	Jan. 5, 1982
THE BUENA VISTA and design	1,273,936	Apr. 10, 1984
DEVON BAR & GRILL	1,363,864	Oct. 1, 1985
BRAXTON SEAFOOD GRILL and design	1,566,527	Nov. 14, 1989
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,617,171	Oct. 9, 1990
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,634,494	Feb. 5, 1991
HOULIHAN'S	1,675,147	Feb. 11, 1992
GR	1,719,049	Sept. 22, 1992
DARRYL'S	1,748,764	Jan. 26, 1993
<i>DESIGN ONLY (OF PIG'S HEAD)</i>	1,761,607	Mar. 30, 1993
HOULIHAN'S	1,835,780	May 10, 1994
GR and design	1,852,768	Sept. 6, 1994
CAMP HOULI	1,856,104	Sept. 27, 1994
THE PIG POUNDER	1,864,879	Nov. 29, 1994

---

<sup>2</sup>Each of the federal, state and foreign trademarks, trademark registrations and applications therefor set forth in this Schedule A are held by Houlihan's Restaurants, Inc.

Trademark or <u>Service Mark</u>	Federal Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S ORIGINAL PREMIUM LAGER BEER and design	1,864,880	Nov. 29, 1994
KAMIKAZE	1,877,818	Feb. 7, 1995
HONCHORITA	1,930,711	Oct. 31, 1995
A CELEBRATION OF THE SOUTH	1,933,273	Nov. 7, 1995
ROADSIDE	1,943,986	Dec. 26, 1995
CHARLESTON CHOCOLATE CHIP PIE	1,962,721	Mar. 19, 1996
CHARLESTON CHOCOLATE CHIP PIE	1,975,716	May 28, 1996
HOULIHAN'S and design	1,984,915	July 9, 1996
JG J. GILBERT'S WOOD- FIRED STEAKS	2,011,988	Oct. 29, 1996
HOULIHAN'S	2,018,664	Nov. 26, 1996
HOULIHAN'S BEST GUEST	2,100,677	Sept. 30, 1997
J. GILBERT'S	2,129,750	Jan. 20, 1998

Trademark or <u>Service Mark</u>	Pending Federal Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
J. GILBERTS WOOD-FIRED GRILL	75-0249757	Nov. 28, 1995

Trademark or Service Mark	State	State Registrations -- State	
		Registration No.	Registration Date
DARRYL'S	Alabama	105-449	Aug. 14, 1992
HOULIHAN'S	Arizona	029347	Feb. 20, 1991
HOULIHAN'S OLD PLACE	Arizona	062865	Nov. 1, 1985
THE BUENA VISTA and design	California	9687	May 12, 1980
HOULIHAN'S OLD PLACE	California	24506	Oct. 3, 1985
HOULIHAN'S	California	38740	June 24, 1991
BUENA VISTA	California	61423	Apr. 22, 1980
HOULIHAN'S OLD PLACE	Colorado	T29398	Sept. 26, 1985
HOULIHAN'S (w/stylized lettering)	Colorado	911010769	Feb. 21, 1991
HOULIHAN'S	Colorado	911010770	Feb. 21, 1991
CHARLEY'S PLACE	Connecticut	7198	June 2, 1988
HOULIHAN'S	Connecticut	9812	Feb. 7, 1996
J. GILBERT'S WOOD-FIRED STEAKS and design	Connecticut	20174	May 13, 1997
DARRYL'S	Florida	T16093	Aug. 2, 1992
HOULIHAN'S	Florida	T14243	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Florida	925360	Oct. 20, 1981
HOULIHAN'S	Georgia	S-10740	Apr. 9, 1991
HOULIHAN'S OLD PLACE	Georgia	S-6190	Oct. 17, 1985
CHEQUERS BAR & GRILL	Georgia	S-3118	Nov. 8, 1983
HOULIHAN'S OLD PLACE	Illinois	57197	Sept. 24, 1985



Trademark or Service Mark	State	State Registrations -- State	
		<u>Registration No.</u>	<u>Registration Date</u>
BRAXTON SEAFOOD GRILL	Illinois	063948	Feb. 21, 1989
HOULIHAN'S	Illinois	068114	Feb. 21, 1991
DARRYL'S	Indiana	5010-1498	Aug. 14, 1992
HOULIHAN'S	Indiana	5010-0600	Feb. 28, 1991
HOULIHAN'S OLD PLACE	Indiana	50096884	Sept. 25, 1985
BRISTOL BAR & GRILL	Kansas	N/A	Apr. 21, 1997
DARRYL'S	Kansas	N/A	Jul. 31, 1992
HOULIHAN'S	Kansas	N/A	Feb. 18, 1991
DARRYL'S	Kentucky	10345	Aug. 12, 1992
HOULIHAN'S OLD PLACE	Louisiana	43-1772	Sept. 5, 1985
HOULIHAN'S	Louisiana	49-0738	Feb. 18 1991
HOULIHAN'S	Maryland	1991-S2694	Feb. 21, 1991
PHINEAS	Maryland	1992-S2991	Aug. 24, 1992
HOULIHAN'S OLD PLACE	Maryland	1995S3463	Nov. 1, 1985
HOULIHAN'S	Maryland	45177	Feb. 22, 1991
HOULIHAN'S OLD PLACE	Massachusetts	51663	Sept.12, 1995
HOULIHAN'S OLD PLACE	Michigan	M39-046	Oct. 2, 1985
BRISTOL BAR & GRILL	Missouri	S7473	Sept. 16, 1982
DARRYL'S	Missouri	S12041	Aug. 6, 1992
HOULIHAN'S	Missouri	S11360	Feb. 21, 1991
HOULIHAN'S OLD PLACE	Missouri	S8799	Sept. 9, 1985
HOULIHAN'S	Nevada	28-768	Jan. 24, 1996
HOULIHAN'S OLD PLACE	New Jersey	5250	Aug. 16, 1984
HOULIHAN'S	New Jersey	9762	Mar. 14, 1991
HOULIHAN'S OLD PLACE	New York	S-14282	Sept. 10, 1984

TRADEMARK  
REEL: 1752 FRAME: 0710

<u>Trademark or Service Mark</u>	<u>State</u>	<u>State Registrations -- State</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	New York	S-12521	Apr. 15, 1991
HOULIHAN'S	North Carolina	T-11864	Jan. 15, 1995
DARRYL'S 1849	North Carolina	1661	May 3, 1972
DARRYL'S 1906	North Carolina	1662	May 3, 1972
DARRYL'S 1913	North Carolina	3115	Jul. 13, 1978
DARRYL'S 1808	North Carolina	3116	Jul 13, 1978
DARRYL'S 1890	North Carolina	3117	Jul 13, 1978
DARRYL'S 1907	North Carolina	3118	Jul. 13, 1978
DARRYL'S	North Carolina	3120	Jul 13, 1978
HOULIHAN'S	North Dakota	11362300	May 29, 1996
HOULIHAN'S OLD PLACE	Ohio	SM63057	Sept. 23, 1985
HOULIHAN'S	Ohio	67160	Feb. 19, 1991
HOULIHAN'S	Oregon	S30542	May 9, 1996
HOULIHAN'S (w/stylized lettering)	Pennsylvania	N/A	Mar. 11 1991
HOULIHAN'S OLD PLACE	Pennsylvania	8454765	Aug. 2, 1984
HOULIHAN'S	Puerto Rico	35556	March 1996
HOULIHAN'S	South Carolina	N/A	June 2, 1997
DARRYL'S	Tennessee	N/A	Aug. 5, 1992
HOULIHAN'S OLD PLACE	Texas	45566	Oct. 28, 1985
HOULIHAN'S	Texas	51042	Apr. 26, 1991
CHARLEY'S PLACE	Virginia	N/A	Mar. 8, 1988
HOULIHAN'S OLD PLACE and design	Virginia	0317	Oct. 2, 1985
HOULIHAN'S	Virginia	3938A	Feb. 20, 1991
DARRYL'S	Virginia	0920811 A4529	Aug. 11, 1992
HOULIHAN'S	Washington	26065	May 27, 1997
HOULIHAN'S	Wisconsin	N/A	Jul. 22, 1992
HOULIHAN'S OLD PLACE	Wisconsin	N/A	Oct. 30, 1985

<u>Trademark or Service Mark</u>	<u>Country</u>	Foreign Registrations -- Foreign	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	Argentina	1,633,764	May 27, 1997
HOULIHAN'S	Australia	636,575	Aug. 2, 1994
HOULIHAN'S OLD PLACE and design	Brunei	20,969	Aug. 23, 1994
HOULIHAN'S	China	772,890	No. 28, 1994
HOULIHAN'S	Columbia	190,626	Oct. 31, 1996
HOULIHAN'S	Dominican Republic	85,346	Aug. 15, 1996
DARRYL'S (CLASS 16)	Great Britain	1,165,832	Dec. 3, 1981
DARRYL'S (CLASS 29)	Great Britain	1,165,833	Dec. 3, 1981
DARRYL'S (CLASS 33)	Great Britain	1,165,834	Dec. 3, 1981
HOULIHAN'S OLD PLACE and design	Hong Kong	00,677	Aug. 5, 1994
HOULIHAN'S OLD PLACE	Hong Kong	06,547	Jan. 25, 1995
HOULIHAN'S	Hong Kong	06,548	Jan. 25, 1995
HOULIHAN'S	Indonesia	321,086	Sept. 22, 1993
HOULIHAN'S	Japan	3,315,844	May 30, 1997
HOULIHAN'S	Korea	25,662	Jan. 14, 1995
HOULIHAN'S OLD PLACE and design	Malaysia	94/07,043	Jul. 17, 1997
HOULIHAN'S OLD PLACE and design	New Zealand	239,490	Sept. 12, 1997
HOULIHAN'S	Phillipines	89,124	Dec. 17, 1997
HOULIHAN'S	Taiwan (R.O.C.)	82,490	Apr. 16, 1996
HOULIHAN'S	Thailand	SN2060	Nov. 19, 1993
HOULIHAN'S	Uruguay	286,582	information pending

<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Pending Foreign Registrations -- Foreign</u>	
		<u>Application No.</u>	<u>Application Date</u>
HOULIHAN'S	Brazil	819219681	Apr. 16, 1996
HOULIHAN'S	Chile	pending	pending
HOULIHAN'S OLD PLACE and design	European Community	139675	Apr. 1, 1996
HOULIHAN'S	Japan	5-65884	Jun. 29, 1993
HOULIHAN'S	Mexico	278014	Oct. 25, 1996
HOULIHAN'S and design	Mexico	278015	Oct. 25, 1996
HOULIHAN'S and design	Mexico	278016	Oct. 25, 1996
HOULFS CANCUN	Mexico	291052	Mar. 31, 1997
HOULFS	Mexico	291053	Mar. 31, 1997
BRANDON'S	Mexico	299383	Jun. 25, 1997
HOULIHAN'S OLD PLACE and design	Phillipines	95339	Sept. 21, 1994
HOULIHAN'S	Singapore	6969/94	Aug. 21, 1994