



07-27-1998

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3R SHEET

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

D.

MRD 7-27-98

To the Honorable Commission

100787035

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sol Brothers, Inc. **Luna Brothers, Inc.**
Una Mas, Inc. **Nunca, Inc.**
El Nino, Inc.
El Grande, Inc.
Mex on Smallman, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

2. Name and address of receiving party(ies):
Name: **Royal Holding Company, Inc.**
Internal Address: _____
One Indian Springs Road
Street Address: **P. O. Box 809**

City: **Indiana** State: **PA** ZIP: **15701**

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: **Delaware**
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: **October 24, 1997**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/652,465

74/652,466

B. Trademark registration No.(s)

1,895,488 1,949,254 1,963,352

1,949,253 1,955,182

Additional numbers attached? Yes No

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

Name: **Michael L. Dever**

Internal Address: **Buchanan Ingersoll, P.C.**

Street Address: **301 Grant Street**

20th Floor

City: **Pittsburgh** State: **PA** ZIP: **15219**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41): \$ **190.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Michael L. Dever

Name of Person Signing

Michael L. Dever

Signature

7/2/98

Date

Total number of pages comprising cover sheet

TRADEMARK

REEL: T763 FRAME: 0458

0000021 185548
T10011
08/07/1998
150.00
150.00

TRADEMARK SECURITY AGREEMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned SOL BROTHERS, INC., UNA MAS, INC., EL NINO, INC., EL GRANDE, INC., MEX ON SMALLMAN, INC., LUNA BROS., INC. AND NUNCA, INC. ("Debtors"), each a Pennsylvania corporation, hereby convey a security interest to ROYAL HOLDING COMPANY, INC. ("Lender"), a Delaware corporation, its successors and assigns, all of the Debtor's right, title and interest in and to (i) all of the trademarks, service marks, trade names, designs, logos and trade dress previously used, presently used, or used in the future by Debtors, including the goodwill associated therewith, including, but not limited to, the trademarks and any applications therefor listed on Exhibit A hereto and (ii) any other United States federally registered trademarks and applications therefor which Debtor shall hereafter acquire, in each case including without limitation all proceeds thereof, (all of the aforesaid property being hereinafter referred to as the "Collateral") as security for the payment when due whether by declaration, acceleration or otherwise of the principal of and interest on each and every loan of Lender to the Debtor and each and every other liability of Debtor to Lender, including (i) all "Notes," as such term is defined in the Bridge Financing Investors Agreement of even date herewith among, inter alia, the Debtor and the Lender, as the same may be amended and modified from time to time (the "Investors Agreement"), (ii) liabilities now in existence, (iii) liabilities incurred or arising contemporaneously herewith, and (iv) liabilities that shall hereafter be incurred or arise (collectively, the "Liabilities"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Investors Agreement unless the context clearly indicates otherwise.

1. Debtor covenants and warrants that as of the date hereof and to the best of its knowledge:
 - (a) Each of the trademarks constituting a part of the Collateral is subsisting and has not been adjudged invalid or unenforceable;
 - (b) All of the trademarks constituting a part of the Collateral are valid and enforceable;
 - (c) No claim has been made that the use of any of the trademarks constituting a part of the Collateral does or may violate the rights of any third person;
 - (d) With the exception of licenses of the Collateral, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the trademarks constituting a part of the Collateral, free and clear of any liens, charges and encumbrances;
 - (e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has used, and shall continue to use for the duration of this Agreement, consistent standards of quality in its services sold under any trademarks constituting part of the Collateral.

2. Debtor agrees that, until such time as all of the Liabilities shall have been satisfied in full, it shall not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Lender's prior written consent.

3. If, during the term of this Agreement, Debtor shall at any time or from time to time acquire any additional material United States federally registered trademarks and/or applications therefor not then listed on Exhibit A, the Debtor shall give to Lender prompt notice thereof in writing and the provisions hereof shall automatically apply thereto.

4. In any case mentioned in Section 3 hereof, Debtor authorizes Lender to modify this Agreement by amending Exhibit A to include any material United States federally registered trademarks and/or applications therefor so acquired by Debtor.

5. In addition to the rights and remedies available to Lender hereunder, Lender shall have such rights and remedies as are set forth in the Investors Agreement. At such time as Debtor shall have satisfied in full all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Debtor all documents, instruments, agreement or any combination thereof as may be necessary or proper as the Debtors shall reasonably request to evidence such termination.

6. To the extent set forth in, and subject to, the Investors Agreement, any and all reasonable fees, costs and expenses of whatever kind or nature incurred by Lender in connection with the filing or recording of any documents, and the payment or discharge of reasonable counsel fees, maintenance fees or other costs of protecting, maintaining or preserving of any of the Collateral, or of defending or prosecuting any actions or proceedings arising out of or related to any of the Collateral, shall be borne and paid by Debtor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at default rate prescribed in the instrument or instruments evidencing such Liabilities.

7. Debtor shall have the duty to prosecute diligently any application with respect to any material trademarks constituting a part of the Collateral pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make any necessary federal application with respect thereto, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary to preserve and maintain all rights in all of the material trademarks constituting a part of the Collateral. Any expenses incurred in connection with the Collateral shall be borne by Debtor. Debtor shall not abandon any of the trademarks constituting a part of the Collateral, without the consent of Lender, which consent shall not be unreasonably withheld.

8. If Debtor fails to comply with any of its obligations hereunder, Lender may after the occurrence and during the continuance of an Event of Default do so in Debtor's name or in Lender's name, but at Debtor's expense, and Debtor hereby agrees to in accordance with, and subject to the Investors Agreement, reimburse Lender in full for all expenses, including

reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining any of the trademarks constituting a part of the Collateral.

9. No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any note or instrument evidencing any of the Liabilities or any agreement pursuant to which they were incurred 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.

10. All of Lender's rights and remedies with respect to any of the trademarks constituting a part of the Collateral, whether established hereby or by any instrument or instruments evidencing any of the Liabilities or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. If any provision of this Agreement is hereafter determined to be unlawful, and if the unlawful provision can be deleted without altering the essence of this Agreement, the unlawful provision and only that provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

12. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to the principles of conflict of laws.


[SIGNATURES APPEAR ON NEXT PAGE]


[SIGNATURE PAGE 1 OF 1 TO TRADEMARK SECURITY AGREEMENT]

WITNESS the due execution hereof this 24th day of October, 1997.

ATTEST:

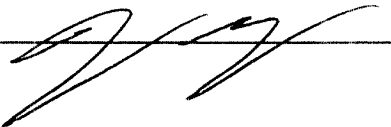
NUNCA, INC.

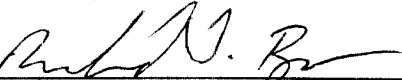


By: 
Name: RICHARD T. BARON
Title: PRESIDENT

ATTEST:

LUNA BROS., INC.

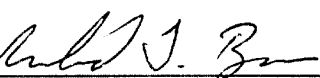


By: 
Name: RICHARD T. BARON
Title: PRESIDENT

ATTEST:

MEX ON SMALLMAN, INC.

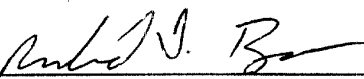


By: 
Name: RICHARD T. BARON
Title: PRESIDENT

ATTEST:

EL GRANDE, INC.




By: 
Name: PRESIDENT RICHARD T. BARON
Title: PRESIDENT

ATTEST:

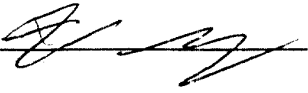
EL NINO, INC.

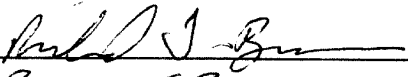


By: 
Name: RICHARD T. BARON
Title: PRESIDENT

ATTEST:

UNA MAS, INC.

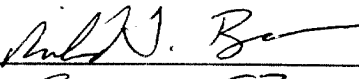


By: 
Name: RICHARD T. BARON
Title: PRESIDENT

ATTEST:

SOL BROS., INC.



By: 
Name: RICHARD T. BARON
Title: PRESIDENT

CERTIFICATION

I hereby certify that the Trademark Security Agreement between Sol Brothers, Inc.,
Una Mas, Inc., El Nino, Inc., El Grande, Inc., Mex on Smallman, Inc., Luna Brothers, Inc.,
Nunca, Inc. and Royal Holding Company, Inc. is a true and exact copy of the original Trademark
Security Agreement.

July 24, 1998
Date

Angelina F. Beyerl
Angelina F. Beyerl

Notarial Seal
Angelina F. Beyerl, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 24, 2000

Member, Pennsylvania Association of Notaries

SCHEDULE A

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
MAD MEX	1,895,488	05/23/95
Design Only	1,949,253	01/16/96
MAD MEX and Design	1,949,254	01/16/96
KAYA	1,955,182	02/06/96
Design Only	1,963,352	03/19/96

U.S. Trademark Applications

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Design Only	74 / 652,465	03/28/95
MAD MEX	74 / 652,466	03/28/95

Common Law Trademarks

CASBAH
CASBAH and Design
KAYA
KAYA and Design
MAD MEX
MAD MEX and Design
SAYBROOKS
SAYBROOKS and Design
SAYBROOKS SEAFOOD
SAYBROOKS SEAFOOD and Design
SOBA
SOBA and Design