

07-29-1998

REC



100778775

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 7-20-98

1. Name of conveying party(ies):
The Hamlet Group, Inc.

- Individual(s)
- General Partnership
- Corporation-California
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

FRI-MRD

18831 Von Karman Avenue, 3rd Floor
Irvine, CA 92612

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 9, 1998

Effective Date: June 9, 1998

4. Application number(s) or registration number(s): SEE ATTACHED SCHEDULE

A. Trademark Application Nos.

B. Trademark Registration No.

Additional numbers attached? Yes No

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

Elaine Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
919 Third Avenue
New York, New York 10022-3897

6. Total number of applications involved: 13

7. Total fee (37 CFR 3.41). \$300.00

Enclosed

All or any deficiency is authorized to be charged to Deposit Account No. 19-2385.

8. Deposit Account No. 19-2385

DO NOT USE THIS SPACE

07/27/1998 DNGUYEN 00000083 72412276

01 FC: 441 40.00 OP
02 FC: 382 250.00 OP
03 FC: 998 10.00 OP
I, the undersigned, declare under oath that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristine Fyfe
Name

Signature

July 17, 1998
Date

Total number of pages including cover sheet, attachments, and document: 14

ADDITIONAL CONVEYING PARTIES

H.H.K. OF VIRGINIA, INC., a Virginia corporation
H.H. OF MAYLAND, INC., A Maryland corporation

Attachment I to Trademark Security Agreement

THE HAMLET GROUP, INC.
U.S. TRADEMARK TRADEMARK CASE MATRIX

CASE NO.	TRADEMARK NAME	CLASS	SERIAL NO.	FILED	TRADEMARK REGISTRATION NUMBER	REG. DATE	STATUS
<u>U.S. CASES</u>							
HMLET-001T	HAMBURGER HAMLET	42	72/412,276	1/10/72	951,007	1/16/73	REGISTERED. RENEWAL DUE 1/16/03.
HMLET-002T	THE HAMBURGER HAMLET	46	72/153,663	9/21/62	763,628	1/21/64	EXPIRED ON 1/21/84.
HMLET-003T	LITTLE CHOP	29	74/373,997	3/31/93	1,810,945	12/14/93	REGISTERED. RENEWAL DUE 12/14/03.
HMLET-004T	THE HOTS BURGER	42	73/19,412	4/22/74	1,016,474	7/22/75	REGISTERED. RENEWAL DUE 7/22/05.
HMLET-005T	HEMLET	42	72,424,984	5/19/72	951,013	1/16/73	REGISTERED. RENEWAL DUE 1/16/03.
HMLET-006T	THE SUNFLOWER	30	74/373,996	3/31/93	1,810,988	12/14/93	REGISTERED. RENEWAL DUE 12/14/03.
HMLET-007T	ZUCCHINI ZIRCLES	29	74/373,995	3/31/93	1,810,944	12/14/93	REGISTERED. RENEWAL DUE 12/14/03.
HMLET-008T	HAMLET'S PREMIUM ALE	32	74/373,990	3/31/93	1,812,329	12/21/93	REGISTERED. RENEWAL DUE 12/21/03.
HMLET-009T	RUST GONE	3	74/357,949	2/11/93	1,813,329	12/28/93	REGISTERED. RENEWAL DUE 12/28/03.
HMLET-010T	DOWNTOWN GRILL	42	73/710,268	2/8/88	1,514,961	11/29/88	REGISTERED. RENEWAL DUE 11/29/08.
HMLET-011T	PORTNER'S	42	73/710,265	2/8/88	1,524,937	2/14/89	REGISTERED. RENEWAL DUE 2/14/09.
HMLET-012T	HAMLET GARDENS	42	73/507,267	11/5/84	1,339,752	6/4/85	REGISTERED. RENEWAL DUE 6/4/05.
HMLET-013U (CALIFORNIA)	THE HAMBURGER HAMLET	46			42,872	7/5/62	REGISTERED. RENEWAL DUE 7/5/02.
HMLET-014U (CALIFORNIA)	HAMBURGER HAMLET	42			521	8/26/69	REGISTERED. RENEWAL DUE 8/26/99.
HMLET-016U (NEVADA)	HAMBURGER HAMLET	42			Unlisted	10/13/77	REGISTERED. RENEWAL DUE 10/13/02.
HMLET-018U (CALIFORNIA)	HAMLET	42			582	02/29/69	REGISTERED. RENEWAL DUE 12/29/99.
HMLET-019U (CALIFORNIA)	HAMLET GARDENS	42			21,845	12/27/64	REGISTERED. RENEWAL DUE 12/27/04.
HMLET-020T	HAMLET GRILL	35	75/309,389	6/16/97			FILED. NOTICE OF ALLOWANCE RECEIVED 5/26/98. STATEMENT OF USE DUE 11/26/98.

THE HAMLET GROUP, INC.
U.S. TRADEMARK TRADEMARK CASE MATRIX

CASE NO.	TRADEMARK NAME	CLASS	SERIAL NO.	FILED	TRADEMARK REGISTRATION NUMBER	REG. DATE	STATUS
FOREIGN CASES							
HMLET-001CA (CANADA)	HAMBURGER HAMLET	42	328,811	12/23/69	173,875	1/15/71	REGISTERED. RENEWAL DUE 1/15/01.
HMLET-001DE (GERMANY)	HAMBURGER HAMLET	30	H35116/29	1/7/71	921,294	8/8/74	REGISTERED. RENEWAL DUE 1/31/01.
HMLET-001FR (FRANCE)	HAMBURGER HAMLET	29/30/42	84,775	7/17/69	1532345	5/23/89	REGISTERED. RENEWAL DUE 5/23/99.
HMLET-001GB (GREAT BRITAIN)	HAMBURGER HAMLET	29	944,770	6/26/69	944,770	6/25/70	REGISTERED. RENEWAL DUE 6/26/04.
HMLET-001IT (ITALY)	HAMBURGER HAMLET	29/30/42	T091C000034	1/13/71	615582	3/10/71	REGISTERED. RENEWAL DUE 1/13/01
HMLET-001JP (JAPAN)	HAMBURGER HAMLET	32	1972/89487	6/28/72	2024737	2/22/88	REGISTERED. RENEWAL DUE 2/22/08.
HMLET-001J*2 (JAPAN)	HAMBURGER HAMLET	29	1986/4079	1/22/86	2067007	7/22/88	REGISTERED. RENEWAL DUE 7/22/98.
HMLET-001LU (BENELUX)	HAMBURGER HAMLET	29/30/ 31/32/33	10843	9/7/71	57444	4/19/73	REGISTERED. RENEWAL DUE 9/7/99.
HMLET-005CA (CANADA)	HAMLET	42	328810	12/23/69	172909	11/20/70	REGISTERED. RENEWAL DUE 11/20/00.
HMLET-005DE (GERMANY)	HAMLET	29/30/31	H35117/29	1/7/71	922340	9/8/74	REGISTERED. RENEWAL DUE 1/31/01.
HMLET-005FR (FRANCE)	HAMLET	29/30/42	517909	5/31/79	1666288	5/31/79	REGISTERED. RENEWAL DUE 5/23/99.
HMLET-005IT (ITALY)	HAMLET	29/30/42	39736C71	1/13/71	608621	3/10/71	REGISTERED. RENEWAL DUE 1/13/01.
HMLET-005JP (JAPAN)	HAMLET	32	1972/89488	6/28/72	1984932	9/21/87	REGISTERED. RENEWAL DUE 9/21/07
HMLET-005LU (BENELUX)	HAMLET	29/30/ 31/32/33	10854	9/7/71	57453	4/19/73	REGISTERED. RENEWAL DUE 9/7/99.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 9, 1998 (this "Trademark Security Agreement"), is entered into among The Hamlet Group, Inc., a California corporation ("Hamlet"), H.H.K. of Virginia, Inc., a Virginia corporation ("HH of Virginia"), and H.H. of Maryland, Inc., a Maryland corporation ("HH of Maryland" and, collectively with HH of Virginia, the "Subsidiary Guarantors"; and, together with Hamlet, the "Grantors"), and FRI-MRD Corporation, a Delaware corporation ("FRI-MRD").

W I T N E S S E T H:

WHEREAS, pursuant to a Bridge Loan Agreement, dated as of June 9, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "Bridge Loan Agreement") among the Grantors, Koó Koo Roo, Inc. and FRI-MRD, FRI-MRD has agreed to make Loans to Hamlet and the Subsidiary Guarantors have agreed to guarantee such Loans;

WHEREAS, in connection with the Bridge Loan Agreement, the Grantors have executed and delivered a Security Agreement, dated as of June 9, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Loans under the Bridge Loan Agreement, the Grantors are required to execute and deliver this Agreement and to grant to FRI-MRD a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce FRI-MRD to make Loans to Hamlet

pursuant to the Bridge Loan Agreement, the Grantors jointly and severally agree, for the benefit of FRI-MRD, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure all of the Secured Obligations, the Grantors do hereby mortgage, pledge and hypothecate to FRI-MRD, and grant to FRI-MRD a security interest in all right, title and interest of Grantors, to the extent assignable for security interest purposes, in and to all of the following property (collectively the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those referred to in Item A of Attachment I attached hereto and made a part hereof;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment I attached hereto, or for any injury to the goodwill associated

with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of FRI-MRD in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to FRI-MRD for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of FRI-MRD thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon payment in full in cash and full performance of all Secured Obligations and termination of the Bridge Loan Agreement or termination of the Security Agreement, FRI-MRD shall, at the Grantors' written request and at the expense of the Grantors, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder as fully as if such security interest had not been made, subject to any disposition of all or any part thereof which may have been made by FRI-MRD pursuant to the Security Agreement.

Section 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of FRI-MRD with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document etc. This Trademark Security Agreement is a Loan Document executed pursuant to the Bridge Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Bridge Loan Agreement.

Section 7. Counterparts. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

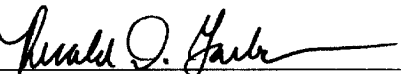
Section 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

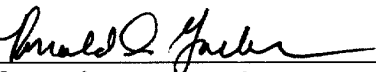
THE HAMLET GROUP, INC., as Grantor

By: 
Name: A. William Allen III
Title: C.E.O.

H.H.K. OF VIRGINIA, INC., as Grantor

By: 
Name: RONALD O. GARBER
Title: Corporate Secretary

H.H. OF MARYLAND, INC., as Grantor

By: 
Name: RONALD O. GARBER
Title: Corporate Secretary

FRI-MRD CORPORATION

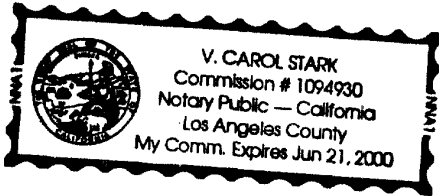
By: _____
Name:
Title:

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 4, 1998, _____, before V. Carol Stark, a Notary Public in and for the State of California, personally appeared A. WILLIAM ALLEN III & RONALD D. GARBER, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal this 9th day of June, 1998.

V. Carol Stark



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE HAMLET GROUP, INC., as Grantor

By: _____
Name:
Title:

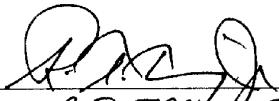
H.H.K. OF VIRGINIA, INC., as Grantor

By: _____
Name:
Title:

H.H. OF MARYLAND, INC., as Grantor

By _____
Name:
Title:

FRI-MRD CORPORATION

By  _____
Name: *R.T. TREANOR, JR.*
Title: *PRESIDENT*

128205.09-Los AngelesS2A

