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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1998

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To the Honorable Commissioner of I

100800435

attached original documents or copy thereof

1 Name of conveying party(ies):
American Restaurant Group, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: February 25, 1998

2 Name and address of receiving party(ies)
Name: U.S. Trust Company of California, N.A.

Internal Address:
Street Address: 515 South Flower St., Suite
City: Los Angeles State: CA ZIP: 90071 2700

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

4. Application number(s) or Registration number(s): see attached schedule

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Scott D. Brown, Esq.
Internal Address: Skadden, Arps, Slate
Meagher & Flom LLP

Street Address: 919 Third Avenue
City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41) \$ 1,040.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

05/28/1998 DCDATES 00000019 1063552

DO NOT USE THIS SPACE

01 FC:401 40.00 DP
02 FC:402 1000.00 DP

9. I, the undersigned, do hereby certify that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis Hsueh

Name of Person Signing

Signature

8/10/98

Date

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

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

TRADEMARK

REEL: 1769 FRAME: 0342

SCHEDULE OF FEDERAL TRADEMARKS

Reg. No.

1,063,552	STUART ANDERSON'S CATTLE COMPANY
1,121,220	"YOU'RE GONNA FEEL GOOD INSIDE"
1,152,752	STUART ANDERSON'S BLACK ANGUS
1,173,706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS
1,255,615	STUART ANDERSON'S
1,464,994	Crouching Cowboy design
1,757,385	Square Cow (with sunglasses) design
1,248,703	GRANDY'S COUNTRY COOKIN' (stylized)
1,362,672	Granny Figure design
1,799,839	FAST FOOD THAT DOESN'T TASTE FAST
1,376,411	GRANDY'S
2,005,427	BIG DISH O'CATFISH
1,802,447	NATIONAL SPORTS GRILL
1,828,680	NATIONAL SPORTS GRILL (and design)
1,088,920	MACARTHUR PARK (stylized)
1,102,381	HARRY'S BAR AND AMERICAN GRILL
1,329,080	THE HEART AND RIBS OF THE CITY
1,377,661	CHIANTI
1,380,835	CHIANTI CUCINA
1,421,507	MACARTHUR PARK (Class 42)
1,436,050	SPIEDINI
1,450,085	INTERNATIONAL IMITATION HEMINGWAY COMPETITION
1,453,651	GUAYMAS
1,508,504	BIG RIB RED

0164222.01-01S7a

TRADEMARK
REEL: 1769 FRAME: 0343

1,551,392	Spuntino and design (stylized)
1,568,949	TUTTO MARE
1,580,334	MACARTHUR PARK (Class 30)
1,808,144	TABLE ONE
1,809,721	Table One and design
1,199,137	SPOONS
1,284,693	OH, THOSE SWEET BABY BONES
1,325,147	HERSHEL'S
1,329,028	SPOONBURGER
1,363,818	Spoons Ribs Burgers Tacos Grill Bar and design
1,368,344	HERSHEL'S and design
1,844,914	KIDA-DILLO
1,862,940	Spoons Fresh Fast Fun Grill Bar and design
1,887,595	Spoons Fresh Fast Fun California Grill and design
1,511,302	VELVET TURTLE
<u>Appl.No.</u>	
75/264,635	Square Cow design
75/321,523	SUNNY JIM'S

TRADEMARK COLLATERAL SECURITY AGREEMENT

This TRADEMARK COLLATERAL SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT, dated as of February 25, 1998 (this "**Agreement**"), is made by **AMERICAN RESTAURANT GROUP, INC.**, a Delaware corporation (the "**Company**"), each of its subsidiaries who are signatories hereto (the "**Subsidiary Grantors**"; the Company and the Subsidiary Grantors are each referred to individually herein as a "**Grantor**" and collectively as the "**Grantors**") to **U.S. TRUST COMPANY OF CALIFORNIA, N.A.** ("U.S. Trust") as collateral agent for and representative of (in such capacity referred to herein as the "**Collateral Agent**") the Secured Parties (as hereinafter defined).

RECITALS

WHEREAS, pursuant to that certain Indenture dated as of February 25, 1998 (as supplemented and otherwise amended from time to time, the "Senior Note Indenture"), by and among the Company, the Subsidiary Grantors, and the Collateral Agent, as Trustee thereunder (in such capacity, the "Indenture Trustee"), the Company will issue 11.50% Series A senior secured notes (and, in connection with the Exchange Offer as defined in the Senior Note Indenture, the Series B senior secured notes) due on or before 2003 in an aggregate principal amount of up to \$155,000,000 (collectively, the "Senior Notes") to the holders thereof (the "Senior Note Holders");

WHEREAS, the Company, each of the Subsidiary Grantors, the lenders listed on the signature pages thereof and BankBoston, N.A., as agent thereunder (the "Agent"), have entered into that certain Credit Agreement (as defined in the Intercreditor Agreement referred to below and together with any loan documents referred to therein, the "New Credit Facility");

WHEREAS, pursuant to a guaranty included in the Senior Note Indenture, the Subsidiary Grantors have guaranteed the obligations of the Company under the Senior Notes, the Senior Note Indenture and the other documents to which the Company is a party;

WHEREAS, the Agent, the Collateral Agent and the Senior Note Trustee have entered into that certain Intercreditor Agreement, dated as of the date hereof (the "Intercreditor Agreement") providing for, among other things, the appointment of the Collateral Agent to administer and enforce the Collateral Documents and Collateral as provided therein;

WHEREAS, each Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks,

certification marks, collective marks, designs, logos, slogans, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, and all applications and registrations pertaining thereto in the United States, and any state thereof and in foreign countries (collectively, the "**Trademarks**");

WHEREAS, the Collateral Agent, for its benefit and the ratable benefit of the Indenture Trustee, the Agent, the Senior Note Holders and the Lenders and the persons who may in the future become secured parties in accordance with the terms of the Intercreditor Agreement (all such beneficially interested parties being herein referred to as the "**Secured Parties**"), desires to become a secured creditor with respect to and, under certain circumstances described herein, an assignee of all existing and future Trademarks, all registrations that have been or may hereafter be issued or applied for thereon in the United States, and any state thereof and in foreign countries (the "**Registrations**"), all common law and other rights in and to the Trademarks ("**Trademark Rights**"), all goodwill of each Grantor's business symbolized by the Trademarks and associated therewith, including, without limitation, the documents and things described in Section 1(b) (the "**Associated Goodwill**"), and all proceeds of the Trademarks, the Registrations, the Trademark Rights and the Associated Goodwill, and each Grantor agrees to create a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein;

WHEREAS, pursuant to the Company Security Agreement and the Subsidiary Security Agreement (the "**Security Documents**"), the Grantors have granted to the Collateral Agent for the ratable benefit of the Secured Parties, a lien on and security interest in, among other things, the assets described in such Security Documents (the "**Other Assets**") relating to the products and services sold or delivered under or in connection with the Trademarks, such that, upon the occurrence and during the continuation of an Event of Default (as hereinafter defined), the Collateral Agent on behalf of the Secured Parties would be able to exercise its remedies consistent with the Security Documents, this Agreement, and applicable law, to foreclose upon the Grantors' business and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of the business, benefitting from the Associated Goodwill;

WHEREAS, upon the occurrence of and during the continuance of an Event of Default and to permit the Collateral Agent to operate the Grantors' businesses without interruption and to use the Trademarks, Registrations, Trademark Rights and Associated Goodwill in conjunction therewith, the Grantors are willing to grant to the Collateral Agent for the ratable benefit of the Secured Parties, the conditional assignment of the Grantors' entire right, title and interest in and to the Collateral (as hereinafter defined) and to appoint the Collateral Agent or the Collateral Agent's designee as the

Grantors' attorney-in-law and attorney-in-fact to execute documents and take actions to confirm said assignments; and

WHEREAS, it is a condition precedent to the Senior Note Indenture and the New Credit Facility that each Grantor shall have entered into this Agreement and granted the security interests provided herein;

WHEREAS, the rights and obligations of each of the Secured Parties are further governed by and subject to the Intercreditor Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and in order to induce the Senior Note Holders to purchase the Senior Notes and in order to induce the Lenders to make loans and other extensions of credit under the New Credit Facility, each Grantor hereby agrees with the Collateral Agent for the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security: Conditional Assignment. Each Grantor hereby pledges and mortgages, but does not transfer title, to the Collateral Agent for the ratable benefit of the Secured Parties, all of such Grantor's right, title and interest in and to the following (the "**Collateral**") to secure the Secured Obligations (as hereinafter defined):

(a) Each of the Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part (including, without limitation, the Trademarks specifically identified in Schedule A(1-3) annexed hereto, as the same may be amended pursuant hereto from time to time), and including (i) all Trademark Rights with respect thereto and all Registrations therefor, heretofore or hereafter granted or applied for, (ii) the right (but not the obligation) to register claims under any United States state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, (iii) the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or in the name of the Secured Parties for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and (iv) the Associated Goodwill, it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of the Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) The following documents and things in such Grantor's possession, or subject to such Grantor's right to possession, related to (x) the production, sale and delivery by such Grantor or any Affiliate, licensee or subcontractor of that Grantor, of products or services sold, manufactured, or delivered by or under the authority of such Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for the purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (y) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by the Grantor or any Affiliate, licensee or subcontractor of the Grantor:

(i) all lists and ancillary documents that identify and describe any of the Grantor's customers, or those of its Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by the Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) All general intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect in the State of New York (the "Code")) relating to the Collateral; and

(d) All proceeds of any and all of the foregoing Collateral (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not any of the Secured Parties is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral. For purposes of this Agreement, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including returned premiums, with respect to any insurance relating thereto.

In addition to, and not by way of limitation of, the pledge and mortgage of the Collateral set forth above, each Grantor hereby, effective upon the occurrence of, and during the continuance of, an Event of Default, upon the written notice of the Collateral Agent, grants, sells, conveys, transfers, assigns and sets over to the Collateral Agent for the ratable benefit of the Secured Parties all of such Grantor's rights, title and interest in and to the Collateral, including, but not limited to, such Grantor's right, title and interest in and to the Trademarks identified in Schedule A(1-3) annexed hereto, the goodwill of the business symbolized by said Trademarks, and all Registrations relating to said Trademarks.

SECTION 2. Secured Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of all obligations of every nature of each Grantor under or in respect of the (a) the Senior Note Indenture and the Senior Notes, (b) the New Credit Facility and (c) any instrument governing other indebtedness of the Grantor which is then secured by the Collateral in accordance with the terms of the Intercreditor Agreement, whether for principal, premium, interest (including, without limitation, interest which, but for the filing of a petition in bankruptcy with respect to the Grantor, would accrue on such obligations), fees, expenses or otherwise, whether now existing or hereinafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred and all or any portion of such obligations that are paid to the extent all or any part of such payment is avoided or recovered directly or indirectly as a preference, fraudulent transfer or otherwise, and all obligations of the Grantor now or

hereafter existing under this Agreement (all such obligations being referred to herein as the "**Secured Obligations**").

SECTION 3. Representations and Warranties. Each Grantor hereby represents, warrants and covenants as follows:

(a) As of the Closing Date, a true and complete list of (i) material Trademarks is set forth on Schedule A-1 annexed hereto, (ii) all United States federal Registrations (the "**Federal Trademarks**") is set forth on Schedule A-2 annexed hereto and (iii) all state and foreign Registrations is set forth on Schedule A-3 annexed hereto, in each case owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, except for state Registrations included thereon which have lapsed or become abandoned.

(b) Such Grantor has full power, authority and legal right to pledge all of the Collateral pursuant to this Agreement and none of such Grantor's Affiliates (other than the other Grantors hereunder) has any right, title or interest in any Collateral.

(c) Such Grantor has taken, and will continue to take, all steps necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Trademarks and Trademark Rights, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents.

(d) Such Grantor has used and will continue to use proper statutory notice in connection with its use of each of the Trademarks, Registrations and Trademark Rights.

(e) Such Grantor has used, and will continue to use consistent standards of high quality (which are at least as high as that Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its retail stores and other merchandising operations.

(f) Such Grantor is the beneficial and legal owner of the Collateral free and clear of any Lien except for the Lien and conditional assignment created by this Agreement and as expressly permitted by the Senior Note Indenture and the New Credit Facility (collectively, "**Permitted Liens**"). No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Collateral Agent relating to the Security Documents or this Agreement or for which duly executed termination statements have been delivered to the Collateral Agent. No effective filing

with the United States Patent and Trademark Office covering all or any part of the Collateral is on file in that office, except such as may be filed in favor of the Grantor evidencing the Grantor's right, title and interest in the Trademarks or in favor of the Collateral Agent relating to this Agreement or for which duly executed termination statements or releases have been delivered to the Collateral Agent.

(g) All Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every Trademark Registration in full force and effect.

(h) All of the Trademarks are valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of any Grantor's right to register, own or use, any of the Trademarks and no such action or proceeding is pending or, to the best of each Grantor's knowledge, threatened.

(i) The conduct of each Grantor's business does not infringe upon any trademark right owned or controlled by a third party; no claim has been made that the use of any of the Trademarks violates the asserted rights of any third party.

(j) To the best of each Grantor's knowledge, no third party is infringing upon any of the Trademarks.

(k) There are no settlements or consents, covenants not to sue, non-assertion assurances, or releases that have been entered into by any Grantor or to which any Grantor is bound that adversely effect such Grantor's rights to own or use any of the Trademarks.

(l) As of the Closing Date, each Grantor's chief executive office is located at 450 Newport Center Drive, 6th Floor, Newport Beach, California 92660, which address qualifies as its "location" under the Code.

(m) This Agreement will create in favor of the Collateral Agent for the ratable benefit of the Secured Parties a valid and perfected first priority security interest in the Collateral, other than with respect to foreign Registrations, securing the payment and performance of the Secured Obligations upon making the filings referred to in clause (n) below.

(n) Except for the filing of financing statements describing this Agreement and the Collateral in the appropriate jurisdictions and the filing of this Agreement with the United States Patent and Trademark Office, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or

regulatory body is required either (x) for the grant by such Grantor of the security interest and conditional assignment granted hereby or for the execution, delivery or performance of this Agreement by such Grantor or (y) with respect to the Federal Trademarks for the perfection of or the exercise by the Collateral Agent of its rights and remedies hereunder.

(o) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of such Grantor with respect to the Collateral (in each case, as such information is amended, supplemented or updated as of the date this representation is deemed made) is accurate and complete in all material respects (to the knowledge of such Grantor in the case of any information not furnished by it).

SECTION 4. Inspection Rights. Each Grantor hereby grants to the Collateral Agent and any and all of its employees, representatives and agents the right to visit such Grantor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Trademarks, Registrations or Trademark Rights (or which were so utilized during the prior six-month period), and to inspect the quality control and all other records relating thereto, in each case upon reasonable notice to the Grantor, as often as may be reasonably requested.

SECTION 5. New Trademarks, Registrations and Trademark Rights. If any Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto. Any such Grantor shall promptly notify the Collateral Agent in writing of any such rights acquired by such Grantor after the date hereof and of any Registrations issued or applications for Registration made after the date hereof. Concurrently with the filing of an application for Registration for any such Trademark, such Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Trademark Collateral Security Agreement and Conditional Assignment, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance satisfactory to the Collateral Agent, pursuant to which such Grantor shall grant a security interest and conditional assignment to the extent of its interest in such Registration as provided herein to the Collateral Agent on behalf of the Secured Parties unless so doing would, in the reasonable judgment of such Grantor, after due inquiry, result in the grant of a Registration in the name of the Collateral Agent, in which event such Grantor shall give written notice to the Collateral Agent as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the Registration.

SECTION 6. Trademark Applications and Litigation.

(a) Each Grantor shall have the duty to (i) prosecute diligently any trademark application for any Trademark specifically identified on Schedule A(1-3)

annexed hereto as pending as of the date of this Agreement, (ii) apply for registration of any existing or future registerable but unregistered Trademarks which are material to the business of such Grantor, (iii) file and prosecute opposition and cancellation proceedings, and (iv) renew Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Trademarks, Registrations and Trademark Rights. Any expenses incurred in connection therewith shall be borne solely by such Grantor.

(b) Except as provided in Section 9 hereof and notwithstanding Section 1, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. The Collateral Agent shall provide at such Grantor's expense all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(c) Each Grantor shall promptly, following its becoming aware thereof, notify the Collateral Agent of the institution of, or any adverse determination in, any material proceeding in the United States Patent and Trademark Office or any Federal, state or local court described in Section 6(a) or 6(b) hereof or regarding such Grantor's claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights, its right to register the same, or its right to keep and maintain such Registration. Such Grantor shall provide to the Collateral Agent any information with respect thereto reasonably requested by the Collateral Agent.

SECTION 7. Grantor Covenants. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action as may be necessary or advisable or may be reasonably requested by the Collateral Agent, to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or, in the case of the Federal Trademarks only, the perfection of the security interest and conditional assignment granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral. Without limiting the generality of the foregoing, each Grantor:

(a) shall execute and file such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary in order to perfect and preserve the security interests granted or purported to be granted hereby with respect to the Federal Trademarks;

(b) authorizes the Collateral Agent in its sole discretion after 10 days' prior written notice to such Grantor, to modify this Agreement by amending Schedule A(1-3) hereof to include reference to any right, title or interest in any existing Trademark, Registration or Trademark Right or any Trademark, Registration or Trademark Right acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark, Registration or Trademark Right in which such Grantor no longer has or claims any right, title or interest, without first obtaining such Grantor's approval of or signature to such modification;

(c) shall, from time to time, at the reasonable request of the Collateral Agent, cause its material books and records to be marked with such legends or segregated in such manner and take or cause to be taken such other action and adopt such procedures as may be necessary or advisable or as the Collateral Agent may reasonably specify to give notice of, perfect or preserve the security interest and assignment in the Collateral intended to be created hereby;

(d) hereby authorizes the Collateral Agent, in its sole discretion, to file one or more financing or continuation statements, and amendments thereto, relating to all or any portion of the Collateral without the signature of such Grantor where permitted by law; provided, however, that nothing in this Agreement shall relieve such Grantor of its continuing obligations to file all necessary financing and continuation statements in order to perfect and protect the security interests granted or purported to be granted hereby;

(e) shall diligently keep reasonable records respecting the Collateral;

(f) shall at all times keep at least one substantially complete set of its records concerning the Trademarks, Registrations and Trademark Rights at the Company's offices at 450 Newport Center Drive, Newport Beach, California 92660, and will not change the location of its chief executive office or such records without giving the Collateral Agent at least 30 days' prior written notice thereof;

(g) shall not change its name, identity or corporate structure or use any fictitious business names other than those disclosed to Collateral Agent with respect to such Grantor in the Company Security Agreement or Subsidiary Security Agreement without giving the Collateral Agent at least 30 days' prior written notice thereof;

(h) shall not enter into any agreement which would or might in any way impair or conflict in any material respect with the Grantor's obligations hereunder;

(i) shall use its reasonable efforts to obtain any necessary consents of third parties to the grant and, with respect to the Federal Trademarks, perfection, of a security interest and assignment to the Collateral Agent with respect to the Collateral;

(j) shall use its reasonable efforts not to permit the inclusion in any contract to which it becomes a party of any provision that could or might in any way impair or prevent the creation of a security interest and assignment in the Grantor's rights and interest in any material property included within the definitions of any Trademarks, Registrations, Trademark Rights and Associated Goodwill acquired under such contracts;

(k) shall not grant, create or permit to exist any Lien upon or with respect to the Collateral or any portion thereof except for the security interest granted hereunder and for nonconsensual Permitted Liens;

(l) upon any officer of such Grantor obtaining knowledge thereof, shall promptly notify the Collateral Agent in writing of any event that may materially and adversely affect the value of the Collateral or any material portion thereof, the ability of the Grantor or the Collateral Agent to dispose of the Collateral or any material portion thereof or the rights and remedies of the Collateral Agent in relation thereto including, without limitation, the levy of any legal process against the Collateral or any material portion thereof;

(m) shall not use or permit any material Collateral to be used unlawfully or in violation of any provision of this Agreement, or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral (unless such violation together with all such other violations does not and could not reasonably be expected to have a material adverse effect on the value or use of any material portion of the Collateral); and

(n) shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(o) without the prior written consent of the Collateral Agent, shall not do any act or omit to do any act whereby any of the United States Registrations, Trademarks or Trademark Rights listed on Schedule A-1 hereto may lapse or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein.

(p) shall not, with respect to any of the Trademarks listed on Schedule A-1, cease the use of any of such Trademark or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all steps necessary to insure that licensees of such Trademarks use such consistent standards of quality.

SECTION 8. Amounts Payable in Respect of the Collateral. Except as otherwise provided in this Section 8 and in the Security Documents, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Collateral of such Grantor or any portion thereof. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent is hereby given full power and authority, on behalf of the Secured Parties without notice or demand, (a) to notify any and all obligors with respect to the Collateral or any portion thereof of the existence of the security interest created, and the conditional assignment effected hereby, (b) to demand, take, collect, sue for and receive for its own use all amounts due or to become due to such Grantor in respect of the Collateral or any portion thereof and (c) in connection therewith, to enforce all rights and remedies with respect to the Collateral or any portion thereof which such Grantor could enforce if this Agreement had not been made. Each Grantor hereby ratifies any action which the Collateral Agent shall lawfully take to enforce the Collateral Agent's rights hereunder. Whether or not the Collateral Agent shall have so notified any obligors, such Grantor shall at its expense render all reasonable assistance to the Collateral Agent in enforcing claims against such obligors.

SECTION 9. Trademark Litigation After Default. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to bring suit in the name of any Grantor or the Secured Parties to enforce any Trademark, Registration, Trademark Right, Associated Goodwill and any license thereunder, in which event the Grantors shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and the Grantors shall promptly, upon demand, reimburse and indemnify the Collateral Agent and any other Indemnitee as provided in Section 20 in connection with the exercise of their rights under this Section 9. To the extent that the Collateral Agent shall elect not to bring suit to enforce any Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder, each Grantor agrees to use all commercially reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Trademarks, Registrations, Trademark Rights or Associated Goodwill by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement

SECTION 10. Events of Default; Remedies Upon Default.

(a) Events of Default. The occurrence of any "Event of Default" as defined in the Senior Note Indenture or the New Credit Facility shall constitute an Event of Default under this Agreement.

(b) Remedies Upon Default. If an Event of Default has occurred and is continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights

and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and the Collateral Agent may also, to the extent permitted by law, in its sole discretion (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, at such time or times, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable, irrespective of the impact of any such sales on the market price of any of the Collateral; (iii) occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and (iv) exercise any and all rights and remedies of any such Grantor under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including, without limitation, any and all rights of any Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of any of the Collateral, the Collateral Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for and purchase the Collateral or any portion thereof for the account of the Collateral Agent (on behalf of the Secured Parties). The Collateral Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor recognizes that the Collateral Agent may elect in its sole discretion to sell all or part of the Collateral to one or more purchasers in privately negotiated transactions. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and all Grantors hereby waive (to the extent permitted by law) all rights of redemption, stay and/or appraisal which they now have or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(c) If an Event of Default shall have occurred and be continuing, upon the written demand of the Collateral Agent, each Grantor shall execute and deliver to the Collateral Agent an assignment or assignments of the Trademarks, Registrations,

Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of any Grantor to comply with such demand will not impair or affect the validity of the conditional assignment effected by Section 1 or its effectiveness upon notice by the Collateral Agent as specified in Section 1. Each Grantor agrees that such an assignment (including, without limitation, the conditional assignment effected by Section 1) and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that any of the Secured Parties receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(d) If an Event of Default shall have occurred and be continuing, within five Business Days of written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within the Grantor's power and authority, such personnel in such Grantor's employ on the date of any such default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such default.

(e) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 10 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of the Trademarks, to use, generate under, license or sublicense any Trademarks now owned or hereafter acquired by such Grantor.

SECTION 11. Decisions Relating to Exercise of Remedies.

Notwithstanding anything in this Agreement to the contrary, as provided in the Intercreditor Agreement, the Collateral Agent shall exercise, or shall refrain from exercising, any remedy provided for in Section 10 hereof in accordance with the instructions of the Requisite Party (as defined in the Intercreditor Agreement) and the Secured Parties shall be bound by such instructions; and the sole rights of the Secured Parties under this Agreement shall be to be secured by the Collateral and to receive the payments provided for in Section 12 hereof.

SECTION 12. Application of Proceeds. All proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral may, in the discretion of the Collateral Agent, be held by the

Collateral Agent as Collateral for, and/or then, or at any other time thereafter applied, in full or in part by the Collateral Agent against the Secured Obligations in the following order of priority:

FIRST: To the payment of all costs and expenses of such sale, collection or other realization and all other expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith and all amounts for which the Collateral Agent is entitled to indemnification hereunder and all advances made by the Collateral Agent hereunder for the account of the Grantors and for the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder, all in accordance with Section 19 hereof;

SECOND: To the payment of the Secured Obligations as provided in Section 4 of the Intercreditor Agreement; and

THIRD: After payment in full of the amount specified in the preceding subparagraphs, to the payment to, or upon the order of, the Grantors, or whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct of any surplus then remaining from such proceeds.

SECTION 13. Licenses of Collateral. If and to the extent that any Grantor is permitted to license the Collateral, at such Grantor's request and expense, the Collateral Agent shall enter into a non-disturbance agreement or other similar arrangement with such Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to the Collateral Agent pursuant to which (a) the Collateral Agent, on behalf of the Secured Parties, shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest and conditional assignment created in favor of the Collateral Agent on behalf of the Secured Parties and the other terms of this Agreement.

SECTION 14. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by any of the Secured Parties of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, (c) none of the Secured Parties shall (i) have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or (ii) be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment

assigned hereunder and (d) the powers conferred on Secured Parties hereunder are solely to protect their interests in the Collateral and shall not impose any duty upon them to exercise any such powers.

SECTION 15. Collateral Agent. Collateral Agent has been appointed as Collateral Agent hereunder pursuant to the Intercreditor Agreement. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of Collateral) solely in accordance with the Intercreditor Agreement. Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided for resignation and appointment of a successor in the Intercreditor Agreement. Upon the acceptance of any appointment as Collateral Agent by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement and shall deliver any Collateral in its possession to the successor Collateral Agent. After any retiring Collateral Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent.

SECTION 16. The Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Collateral Agent the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's reasonable discretion, to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable, subject to the terms and conditions of this Agreement, to accomplish the purposes of this Agreement, including, without limitation:

(a) upon the occurrence of, and during the continuance of, an Event of Default, to ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due and to become due under or in respect of any of the Collateral;

(b) upon the occurrence of, and during the continuance of, an Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with subparagraph (a) above;

(c) after consultation with such Grantor, to pay or discharge taxes (other than taxes not then required to be paid or discharged by the Senior Note Indenture and the New Credit Facility), liens (other than Permitted Liens), security interests or other encumbrances levied or placed on or threatened against the Collateral, the legality or the

validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its reasonable discretion, and such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand;

(d) upon the occurrence of, and during the continuance of, an Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) upon the occurrence and during the continuance of an Event of Default, to execute and deliver any of the assignments or documents requested by the Collateral Agent pursuant to Section 10(c), to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any Person; and

(f) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent was the absolute owner thereof for all purposes and to do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interests therein, in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 17. The Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself, upon thirty days' prior written notice to such Grantor (unless otherwise expressly set forth in this Agreement or an Event of Default shall have occurred and be continuing in which case no such notice shall be required) perform, or cause performance of, such agreement, and the expenses of the Collateral Agent, including the fees and expenses of its counsel, so incurred in connection therewith shall be payable by such Grantor under Section 19 hereof.

SECTION 18. Duties and Liabilities of the Collateral Agent.

(a) The powers conferred on the Collateral Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral constituting tangible

personal property in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall not have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to exercise reasonable care in the custody and preservation of such Collateral if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property.

(b) The Collateral Agent shall not be liable to the Grantors (i) for any loss or damage sustained by them, or (ii) for any loss, damage, depreciation or other diminution in the value of any of the Collateral, that may occur as a result of, in connection with or that is in any way related to (x) any exercise by the Collateral Agent of any right or remedy under this Agreement or (y) any other act of or failure to act by the Collateral Agent except to the extent that the same shall be determined by a judgment of a court or competent jurisdiction that is final and not subject to review on appeal, to be the result of acts or omissions on the part of the Collateral Agent constituting gross negligence or willful misconduct.

(c) Except to the extent resulting from acts or omissions on the part of the Collateral Agent or its affiliates, directors, officers, employees, attorneys, or agents constituting gross negligence or willful misconduct, no claim may be made by any Grantor against the Collateral Agent or its affiliates, directors, officers, employees, attorneys for any special, indirect, or consequential damages in respect of any breach or wrongful conduct (whether the claim therefor is based on contract, tort or duty imposed by law) in connection with, arising out of or in any way related to the transactions contemplated and relationship established by this Agreement, or any act, omission or event occurring in connection therewith; and each Grantor hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

SECTION 19. Expenses. Each Grantor will, upon demand, pay to the Collateral Agent the amount of any and all reasonable fees and expenses, including, without limitation, the reasonable fees and disbursements of its counsel (including foreign counsel) and of any experts and agents, that the Collateral Agent may incur in connection with (a) the administration of this Agreement (including, without limitation, any amendments, modifications or waivers hereto and the filing or recording of any documents in accordance with this Agreement), (b) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral in accordance with this Agreement, (c) the exercise or enforcement of any of the rights of the Collateral Agent hereunder or (d) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 20. Indemnification. Grantors, jointly and severally, hereby agree to indemnify, pay and hold the Collateral Agent and the Secured Parties and any of

their officers, directors, employees, agents and affiliates (collectively called the "**Indemnitees**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses or disbursements of any kind and nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees (including foreign counsel and experts in connection with any matter, including any investigative, administrative or judicial proceeding commenced or threatened described in Section 6 or otherwise, whether or not such Indemnitee shall be designated a party thereto)) which may be imposed on, incurred by or asserted against that Indemnitee in any way relating to or arising out of this Agreement or the enforcement of the terms hereof or of any such other documents (the "**indemnified liabilities**"); provided, however, that Grantors shall not be liable to an Indemnitee for any indemnified liability to the extent arising from the gross negligence or willful misconduct of that Indemnitee. Except as expressly provided herein, no Indemnitee shall have any duty to any Grantor to undertake any affirmative action in connection with this Agreement or the Collateral and any failure by any Indemnitee to undertake any action hereunder shall not constitute gross negligence or willful misconduct of such Indemnitee.

SECTION 21. No Waiver. No failure on the part of the Collateral Agent to exercise, and no course of dealing with respect to and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Collateral Agent of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are to the fullest extent permitted by law cumulative and are not exclusive of any remedies provided by law.

SECTION 22. Notices. Unless specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, telexed or sent by United States mail or courier service and shall be deemed to have been given when delivered in person, upon receipt (in the case of telecopy or telex) or four business days after depositing it in the United States mail, registered or certified, with postage prepaid and properly addressed; provided that notices sent to Collateral Agent shall not be effective until received. For purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section 22) shall be as set forth under each party's name on the signature pages hereof.

SECTION 23. Continuing Security Interest and Conditional Assignment; Transfer of Notes; Termination. This Agreement shall create a continuing security interest in, and conditional assignment of, the Collateral and shall (a) remain in full force and effect until payment in full of the Secured Obligations and the termination of all of the Lenders' obligations to lend and extend credit under the New Credit Facility and the cancellation or expiration of all outstanding letters of credit, (b) be

binding upon each Grantor, its successors and assigns and (c) inure to the benefit of the Collateral Agent and the Secured Parties and their successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any of the Secured Parties, subject to the provisions of the Senior Note Indenture and the New Credit Facility, as applicable, may assign or otherwise transfer any of the Senior Notes or loans held by it to any other Person, and such other benefits in respect thereof granted to such Secured Party herein or otherwise. Upon the indefeasible payment in full of the Secured Obligations and the termination of all of the Lenders' obligations to lend and extend credit under the New Credit Facility and the cancellation or expiration of all outstanding letters of credit, the security interest and conditional assignment granted hereby shall terminate and all rights to the Collateral shall revert to the Grantors, subject to any disposition thereof that may have been made by the Collateral Agent pursuant hereto. Upon any such termination, the Collateral Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 24. Reassignment. If (a) an Event of Default shall have occurred and, by reason of waiver, modification, amendment or otherwise, no longer be continuing, (b) no other Event of Default shall be continuing, (c) an assignment to the Collateral Agent shall have been previously made pursuant to Sections 1, 10(c) or Section 16 hereof, and (d) the Secured Obligations shall not have become immediately due and payable, upon the written request of the Grantors, the Collateral Agent shall promptly execute and deliver to the Grantors such assignments as may be necessary to reassign to the Grantors any rights, title and interests as may have been assigned pursuant to Sections 1, 10(c) or Section 16 hereof, subject to any disposition thereof that may have been made by the Collateral Agent pursuant hereto; provided that, after giving effect to such reassignment, the Collateral Agent's security interest and conditional assignment granted pursuant to Section 1 hereof, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided, further, that the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to the Collateral Agent

SECTION 25. Security Interest Absolute. All rights of the Collateral Agent on its behalf and on behalf of the Secured Parties, assignments and pledges made and created hereunder, and all obligations of each Grantor, shall be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of any of the Secured Obligations or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver

of, or any consent to any departure from, any agreement or instrument relating to the Secured Obligations;

(c) any exchange, release, subordination or nonperfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations; or

(d) any other circumstance (including, but not limited to, any statute of limitations) which might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 26. Amendments; Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantors and the Collateral Agent on behalf of the Requisite Party (as defined in the Intercreditor Agreement), and then such waiver or consent shall be effective only in the specified instance and for the specific purpose for which given

SECTION 27. Waiver. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Collateral Agent protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against the Grantor or any other person or entity or any of the Collateral.

SECTION 28. Governing Law: Terms. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). EXCEPT TO THE EXTENT THAT THE PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE. Unless otherwise defined herein, terms used in Article 9 of the Code in the State of New York are used herein as therein defined.

SECTION 29. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 30. Consent to Jurisdiction and Service of Process. All judicial proceedings brought against any Grantor with respect to this Agreement may be brought in any state or Federal court of competent jurisdiction in New York, New York and by execution and delivery of this Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor designates and appoints The Prentice-Hall Corporation System, Inc., 15 Columbus Circle, New York, New York 10023 and such other Person as may hereafter be selected by each Grantor, irrevocably agreeing in writing to so serve, as its agent to receive on its behalf service of all process in any such proceedings in any court sitting in New York, New York, such service being hereby acknowledged by such Grantor to be effective and binding service in every respect. A copy of any such process so served shall be mailed by registered mail to such Grantor, as the case may be, at its address provided on the signature pages hereto, except that unless otherwise provided by applicable law, any failure to mail such copy shall not affect the validity of service of process. If any agent appointed by a Grantor refuses to accept service, such Grantor thereby agrees that service upon it by mail shall constitute sufficient notice. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Secured Parties to bring proceedings against any Grantor in the courts of any other jurisdiction.

SECTION 31. Waiver of Jury Trial. EACH OF THE GRANTORS AND THE COLLATERAL AGENT HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTION CONTEMPLATED HEREBY AND THE RELATIONSHIP BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each of the Grantors and the Collateral Agent acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings. Each of the Grantors and the Collateral Agent further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 32. Marshalling; Payments Set Aside. Collateral Agent shall not be under any obligation to marshal any assets in favor of the Grantors or any other party or against or in payment of any or all of the Secured Obligations. To the extent that any Grantor makes a payment or payments to Collateral Agent or Collateral Agent enforces its security interests or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or Federal law, common law or equitable cause, then to the extent of such recovery the obligation or part thereof originally intended to be satisfied and all liens, rights and remedies therefore, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

SECTION 33. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or be given any substantive effect.

SECTION 34. Counterparts. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

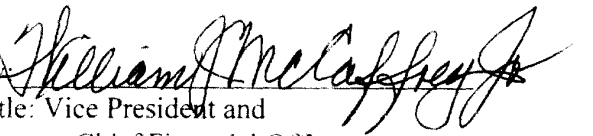
AMERICAN RESTAURANT GROUP, INC.,
a Delaware corporation

By: 
Title: Vice President and
Chief Financial Officer

ARG ENTERPRISES, INC.,
a California corporation

By: 
Title: Vice President and
Chief Financial Officer

**ARG PROPERTY MANAGEMENT
CORPORATION,** a California
corporation

By: 
Title: Vice President and
Chief Financial Officer

GRANDY'S, INC.,
a California corporation

By: 
Title: Vice President and
Chief Financial Officer


SPECTRUM FOODS, INC.,
a California corporation

By: 
Title: Vice President and
Chief Financial Officer

LOCAL FAVORITE, INC.,
a California Corporation

By: 
Title: Vice President and
Chief Financial Officer

SPOONS RESTAURANTS, INC.,
a Texas corporation

By: 
Title: Vice President and
Chief Financial Officer

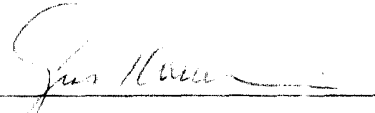
Notice Address for all Grantors:

450 Newport Center Drive
Newport Beach, California 92660
Attention: Chairman and Chief
Executive Officer

With copies to:

Patrick J. Kelvie, Esq.
American Restaurant Group, Inc.
4410 El Camino Real, Suite 201
Los Altos, California 94022

**U.S. TRUST COMPANY OF CALIFORNIA,
N.A., as Collateral Agent**

By: 
Title: Authorized Officer

Notice Address:

515 South Flower St., Suite 2700
Los Angeles, California 90071
Attention: Corporate Trust Department

SCHEDULE A-1

MATERIAL TRADEMARKS

BLACK ANGUS

Federal/U.S. #

1,063,552	STUART ANDERSON'S CATTLE COMPANY
1,152,752	STUART ANDERSON'S BLACK ANGUS
1,173,706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS
1,255,615	STUART ANDERSON'S
1,464,994	Crouching Cowboy design

GRANDY'S

Federal/U.S. #

1,362,672	Granny figure design
1,376,411	GRANDY'S

NATIONAL

Federal/U.S. #

1,802,447	NATIONAL SPORTS GRILL
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SPECTRUM

Federal/U.S. #

1,102,381	HARRY'S BAR AND AMERICAN GRILL
1,377,661	CHIANTI
1,421,507	MACARTHUR PARK
1,436,050	SPIEDINI
1,453,651	GUAYMAS
1,551,392	Spuntino and design (stylized)
1,568,949	TUTTO MARE

SCHEDULE A-1

MATERIAL TRADEMARKS

Other material trade names used but without company's ownership of a federal service mark registration:

PREGO Ristorante

SPOONS

Federal/U.S. #

1,199,137

SPOONS

1,363,818

Spoons Grill Bar (stylized)

Note: All marks are registered in International Class 42 for Miscellaneous Services.

SCHEDULE A-2

FEDERAL TRADEMARKS

U.S. TRADEMARK & SERVICE MARK REGISTRATION

BLACK ANGUS (ARG ENTERPRISES, INC.)

1,063,552	STUART ANDERSON'S CATTLE COMPANY
1,121,220	"YOU'RE GONNA FEEL GOOD INSIDE"
1,152,752	STUART ANDERSON'S BLACK ANGUS
1,173,706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS
1,255,615	STUART ANDERSON'S
1,464,994	Crouching Cowboy design
1,757,385	Square Cow (with sunglasses) design

GRANDY'S (GRANDY'S, INC.)

1,248,703	GRANDY'S COUNTRY COOKIN' (stylized)
1,362,672	Granny Figure design
1,799,839	FAST FOOD THAT DOESN'T TASTE FAST
1,376,411	GRANDY'S
2,005,427	BIG DISH O'CATFISH

NATIONAL (LOCAL FAVORITE, INC)

1,802,447	NATIONAL SPORTS GRILL
1,828,680	NATIONAL SPORTS GRILL (and design)

SPECTRUM (SPECTRUM FOODS, INC.)

1,088,920	MACARTHUR PARK (stylized)
1,102,381	HARRY'S BAR AND AMERICAN GRILL
1,329,080	THE HEART AND RIBS OF THE CITY
1,377,661	CHIANTI
1,380,835	CHIANTI CUCINA
1,421,507	MACARTHUR PARK (Class 42)
1,436,050	SPIEDINI
1,450,085	INTERNATIONAL IMITATION HEMINGWAY COMPETITION

SCHEDULE A-2

FEDERAL TRADEMARKS

U.S. TRADEMARK & SERVICE MARK REGISTRATION

1,453,651	GUAYMAS
1,508,504	BIG RIB RED
1,551,392	Spuntino and design (stylized)
1,568,949	TUTTO MARE
1,580,334	MACARTHUR PARK (Class 30)
1,808,144	TABLE ONE
1,809,721	Table One and design

SPOONS (SPOONS RESTAURANTS, INC.)

1,199,137	SPOONS
1,284,693	OH, THOSE SWEET BABY BONES
1,325,147	HERSHEL'S
1,329,028	SPOONBURGER
1,363,818	Spoons Ribs Burgers Tacos Grill Bar and design
1,368,344	HERSHEL'S and design
1,844,914	KIDA-DILLO
1,862,940	Spoons Fresh Fast Fun Grill Bar and design
1,887,595	Spoons Fresh Fast Fun California Grill and design

THE VELVET TURTLE (ARG ENTERPRISES, INC.)

1,511,302	VELVET TURTLE
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PENDING U.S. TRADEMARK & SERVICE MARK APPLICATIONS

SCHEDULE A-2

FEDERAL TRADEMARKS

BLACK ANGUS (ARG ENTERPRISES, INC.)

75/264,635

Square Cow design

SPECTRUM (SPECTRUM FOODS, INC.)

75/321,523

SUNNY JIM'S

SCHEDULE A-3

STATE AND FOREIGN TRADEMARKS

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FROM STUART ANDERSON'S 6425
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P002

STATES

<u>State</u>	<u>Req. No.</u>	<u>Mark</u>	<u>Req. Date</u>
Alabama	103,475*	GRANDY'S	November 3, 1987
Arizona	25,844*	GRANDY'S	October 28, 1987
California	020,952**	CUCINA	September 17, 1994
California	021,021**	PREGO (Stylized)	October 1, 1994
California	031,684**	TUTTO BENE	January 11, 1988
California	032,152*	GRANDY'S	February 16, 1988
California	040,895**	CIAO	September 29, 1992
California	044,030**	CHIANTI	October 19, 1994
California	044,033**	HARRY'S BAR AND AMERICAN GRILL	October 19, 1994
California	041,034**	VAC ARTHUR PARK	October 19, 1994
California	044,043**	PREGO	October 19, 1994
Colorado	757,527*	GRANDY'S	October 28, 1987
Georgia	5-8166*	GRANDY'S	February 16, 1988
Indiana	5009-8370*	GRANDY'S	November 16, 1987
Kentucky	07939*	GRANDY'S	December 30, 1987
New Mexico	TN88011506*	GRANDY'S	January 15, 1988
North Carolina	*	GRANDY'S	November 3, 1987
South Carolina	*	GRANDY'S	November 3, 1987
Texas	48087*	GRANDY'S	December 28, 1987
Virginia	*	GRANDY'S	November 4, 1987

* Grandy's, Inc.
** Spectrum Foods, Inc

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TRADEMARK
REEL: 1769 FRAME: 0378

AUSTRALIA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
R491,766*	GRANDY'S	42	July 22, 1988 (September 11, 1990)
A491,767*	Granny Figure Design	42	July 22, 1988 (September 11, 1990)
B595,023*	GRANDY'S (Stylized)	42	January 29, 1993 (November 24, 1994)
A595,024*	Granny Figure Design (in Green)	42	January 29, 1993 (November 24, 1994)

* Grandy's, Inc.

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FROM STUART ANDERSON'S TEL 912136875600

P004

BAHAMAS

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
14,497**	GRANDY'S	39* (paper)	March 19, 1991 (August 8, 1991)
14,498**	GRANDY'S	42* (foods)	March 19, 1991 (January 8, 1992)
14,499**	Granny Figure Design	39* (paper)	March 19, 1991 (August 8, 1991)
14,500**	Granny Figure Design	42* (foods)	March 19, 1991 (January 8, 1992)

* former British classification
** Grandy's, Inc.

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FROM STUART ANDERSON

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P005

BRINEL

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
17,384*	GRANDY'S	30	May 12, 1990
19,107*	GRANDY'S (Stylized)	30	May 22, 1993

* Grandy's, Inc.

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TRADEMARK
REEL: 1769 FRAME: 0381

CANADA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
194,124*	Square Cow Design Within a Square		September 14, 1973
265,759*	Square Cow Design		January 15, 1982
269,945*	CATTLE COMPANY		June 4, 1982
289,703**	GRANDY'S COUNTRY COOKIN' (Stylized)	restaurant services	April 13, 1984
302,563***	OH, THOSE SWEET BABY BONES		May 10, 1985
303,203***	SPOONS & Design		May 24, 1985
315,064***	SPOONBURGER		June 6, 1986
429,573**	GRANDY'S	restaurant services	June 24, 1994
433,399**	Granny Figure Design	restaurant services	September 16, 1994
476,423**	GRANDY'S	restaurant services	May 15, 1997
<u>App. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u>
810,673**	Granny Figure Design	restaurant services	April 23, 1996

- * ARG Enterprises, Inc.
- ** Grandy's, Inc.
- *** Spoons Restaurants, Inc.
- # Spectrum Foods, Inc.

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DOMINICAN REPUBLIC

<u>Req. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Req. Date</u>
51,154**	GRANDY'S & Granny Figure Design	53* (meats)	August 14, 1991
51,158**	GRANDY'S & Granny Figure Design	55* (vegetables)	August 14, 1991
51,178**	GRANDY'S & Granny Figure Design	57* (bread, pastry)	August 14, 1991

* Dominican Republic classification
** American Restaurant Group, Inc.

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HONG KONG

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
1129/84*	Square Cow Design	16	April 27, 1983
1130/84*	Square Cow Design	25	April 27, 1983
1131/84*	Square Cow Design	31	April 27, 1983
1132/84*	Square Cow Design	32	April 27, 1983
1133/84*	Square Cow Design	33	April 27, 1983
3315/89**	GRANDY'S	29	June 25, 1988 (October 31, 1989)
3316/89**	GRANDY'S	30	June 25, 1988 (October 31, 1989)
2633/95**	GRANDY'S	42	January 6, 1993 (March 31, 1995)

* ARG Enterprises, Inc.
** Grandy's, Inc.

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FROM STUART ANDERSON

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P009

INDONESIA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
258,138*	Granny Figure Design	29, 30, 32	February 12, 1990
258,139*	GRANDY'S (Stylized)	29, 30, 32	February 12, 1990

* Grandy's, Inc.

01/14/98

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TRADEMARK
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JAMAICA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
25,655*	Granny Figure Design	30	April 3, 1991 (October 10, 1995)
28,097*	Granny Figure Design	29	April 3, 1991 (May 13, 1997)
28,108*	GRANDY'S GRANDY'S (Stylized)	29	April 3, 1991 (June 2, 1997)
28,743*	GRANDY'S GRANDY'S (Stylized)	30	April 4, 1991 (July 22, 1997)

* Grandy's, Inc.

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415 949 6425 TO 912136875600

P011

JAPAN

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
2,038,361***	GRANDY'S	32* (meats)	April 26, 1988
2,038,362***	GRANDY'S	33* (grains)	April 26, 1988
2,038,399***	Granny Figure Design	32* (meats)	April 26, 1988
2,042,804***	Granny Figure Design	31* (spices)	April 26, 1988
2,049,509***	Granny Figure Design	29* (tea, coffee)	May 26, 1988
2,049,510***	Granny Figure Design	33* (grains)	May 26, 1988
2,695,718***	GRANDY'S	30* (bread)	September 30, 1994
3,239,408***	Granny Figure Design	42	December 25, 1996
3,294,192***	GRANDY'S	42	April 25, 1997
4,054,168#	Crouching Cowboy Design	42	September 5, 1997
4,054,169#	Square Cow Design	42	September 5, 1997
4,080,497#	GRANDY'S in Katakana	42	November 7, 1997
<u>App. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u>
56218/95#	BLACK ANGUS	42	June 6, 1995

* Japanese classification.
** Spectrum Foods, Inc.
*** Grandy's, Inc.
ARG Enterprises, Inc.

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P012

MALAYSIA

<u>App. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u>
88/03197*	Granny Figure Design	29	July 2, 1988
88/03199*	GRANDY'S	29	July 2, 1988
88/03300*	GRANDY'S	30	July 2, 1988

* Grandy's, Inc.

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TRADEMARK
REEL: 1769 FRAME: 0388

MEXICO

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
413,855*	GRANDY'S	42	December 16, 1991 (May 19, 1992)
440,032**	Crouching Cowboy Design	42	May 17, 1993 (August 18, 1993)
440,869***	TUTTO MARE	42	May 17, 1993 (August 31, 1993)
440,870****	SPOONS	42	May 17, 1993 (August 31, 1993)
441,775****	SPOONS & Design	42	May 17, 1993 (September 10, 1993)
473,957*	Granny Figure Design	42	May 17, 1993 (September 20, 1994)
473,959**	Square Cow Design	42	October 5, 1993 (September 20, 1994)
500,503*	GRANDY'S (Stylized)	42	June 29, 1995 (August 9, 1995)
533,302***	TUTTO MARE	42	September 5, 1996 (September 30, 1996)
535,553****	SPOONS	42	September 5, 1996 (October 31, 1996)
536,535**	Crouching Cowboy Design	42	September 6, 1996 (November 22, 1996)
538,208****	SPOONS & Design	42	October 9, 1996 (November 29, 1996)
<u>App. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App Date</u>
311,435*	Granny Figure Design	42	October 20, 1997

* Grandy's, Inc.
 ** ARG Enterprises, Inc.
 *** Spectrum Foods, Inc.
 **** Spoons Restaurants, Inc.

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P014

NEW ZEALAND

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
185,676*	GRANDY'S	42	July 18, 1988 (September 18, 1991)
185,677*	Granny Figure Design	42	July 18, 1988 (September 18, 1991)
224,448*	GRANDY'S (Stylized)	42	January 26, 1993 (March 14, 1996)
224,449*	Granny Figure Design (in Green)	42	January 26, 1993 (March 14, 1996)

* Grandy's, Inc.

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P015

PAPUA NEW GUINEA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
A56,158*	GRANDY'S	42	October 24, 1989
A56,159*	Granny Figure Design	42	October 24, 1989

* Grandy's, Inc.

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TRADEMARK
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P016

PEOPLE'S REPUBLIC OF CHINA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
502,124**	GRANDY'S	30* (bread)	October 30, 1989
502,125**	Granny Figure Design	30* (bread)	October 30, 1989
503,747**	Granny Figure Design	16* (paper)	November 10, 1989
505,391**	GRANDY'S	29* (meat, vegetables)	November 30, 1989
506,117**	Granny Figure Design	29* (meat, vegetables)	December 10, 1989
509,586**	GRANDY'S	16* (paper)	January 10, 1990

* PRC classification
** Grandy's, Inc.

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TRADEMARK
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FROM STUART ANDERSON'S

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P017

PHILIPPINES

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
56,963*	Square Cow Design	42	February 4, 1994
56,973*	STUART ANDERSON'S BLACK ANGUS	42	February 4, 1994

* ARG Enterprises, Inc.

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TRADEMARK
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P013

SINGAPORE

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u> <u>(Issue Date)</u>
2040/83*	Square Cow Design	33	April 19, 1983
2049/83*	Square Cow Design	32	April 19, 1983
2050/83*	Square Cow Design	31	April 19, 1983
93/93**	GRANDY'S	42	January 7, 1993 (September 30, 1995)

<u>App. No.</u>	<u>Mark</u>	<u>Class</u>	<u>App. Date</u>
S/3893/97***	STUART ANDERSON'S BLACK ANGUS	42	April 3, 1997
S/3894/97***	Square Cow Design	42	April 3, 1997
S/3895/97***	Crouching Cowboy Design	42	April 3, 1997

- * ARG Enterprises, Inc.
- ** Grandy's, Inc.
- *** American Restaurant Group, Inc.

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TRADEMARK
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FROM STUART ANDERSON'S

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P019

SOUTH KOREA

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
10,731**	Granny Figure Design	112* (restaurant services)	December 20, 1989
10,732**	GRANDY'S	112* (restaurant services)	December 20, 1989
23,719**	GRANDY'S (Stylized)	112* (restaurant services)	May 9, 1994

* Korean classification
** Grandy's, Inc.

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TRADEMARK
REEL: 1769 FRAME: 0395

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FROM STUART ANDERSON

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P021

TAIWAN

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
35,752**	Granny Figure Design	7* (restaurant services)	May 16, 1989
35,753**	GRANDY'S	7* (restaurant services)	May 16, 1989
510,890**	Granny Figure Design	25* (meats, fruits, and vegetables)	January 16, 1991
510,891**	GRANDY'S	25* (meats, fruits, and vegetables)	January 16, 1991
512,788**	Granny Figure Design	19* (beverages)	February 1, 1991
513,422**	Granny Figure Design	50* (packaging)	February 1, 1991

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TRADEMARK
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PG20

TAIWAN (cont'd)

<u>Reg. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>
514,026**	Granny Figure Design	24* (cakes, breads)	February 16, 1991
670,278**	GRANDY'S (Stylized)	19* (beverages)	February 16, 1995

* Taiwan classification
** Grandy's, Inc.

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RECORDED: 05/05/1998

TRADEMARK
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