

REC'D 09-23-1998 9-17-98



Tab settings

To the Honorable Commissioner of Patents 100835763 original documents or copy thereof.

1. Name of conveying party(ies): Johnny Rockets Licensing Corporation

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 1998

2. Name and address of receiving party(ies)

Name: FINOVA Capital Corporation

Internal Address:

Street Address: 115 West Century Road

City: Paramus State: NJ ZIP: 07693

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment 1 attached hereto.

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 340

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

09/18/1998 JSH/BAZZ 00000104 1436032

DO NOT USE THIS SPACE

FC:441 40.00 OP FC:442 200.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cheri Costa Name of Person Signing

Cheri Costa Signature

9/11/98

Date

Total number of pages including cover sheet, attachments, and document: 9

ATTACHMENT 1
to
Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	JOHNNY ROCKETS and Design	1,436,052	April 7, 1987
USA	JOHNNY ROCKETS and Design	1,951,318	January 23, 1996
USA	JOHNNY ROCKETS and Design	1,436,053	April 7, 1987
USA	JOHNNY ROCKETS and Design	1,448,387	July 21, 1987
USA	JOHNNY ROCKETS and Design	1,522,028	January 24, 1989
USA	JOHNNY ROCKETS and Design	1,740,033	December 15, 1992
USA	"RED RED SAUCE"	2,121,050	December 16, 1997
USA	ST. LOUIS	75/249,143	February 27, 1997
USA	STREAMLINER	2,129,076	January 13, 1998

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 1998 (this "Agreement"), is between **JOHNNY ROCKETS LICENSING CORPORATION**, a California corporation ("Debtor"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("Secured Party").

RECITALS:

A. Pursuant to a Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Secured Party and The Johnny Rockets Group, Inc., a California corporation ("Borrower"), Secured Party has agreed to extend certain financing to Borrower.

B. Debtor is a wholly owned Subsidiary of Borrower and has guaranteed the obligations of Borrower arising under the Loan Agreement pursuant to a Guaranty of even date herewith executed by Debtor and the other Guarantors in favor of Secured Party.

C. One of the conditions precedent to the making of the Loans under the Loan Agreement is that Debtor shall have executed and delivered this Agreement to Secured Party.

D. Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to induce Secured Party to make the Loans, Debtor agrees for the benefit of Secured Party, as follows:

1. Definitions. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. In order to secure the Obligations, Debtor does hereby mortgage, pledge and grant to Secured Party a continuing security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being 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 those referred to in **Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Attachment 1** 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 Debtor 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 **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party 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 by Debtor to Secured Party under the Security Agreement of even date herewith executed by Guarantors in favor of Secured Party. Such Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in full of the Obligations, Secured Party shall, at Debtor's expense, execute and deliver to Debtor 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.

5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement of even date herewith executed by Guarantors in favor of Secured Party, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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

7. Counterparts. This 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.

[signature page follows]

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

Address:

15635 Alton Parkway
Suite 350
Irvine, California 92618

**JOHNNY ROCKETS LICENSING
CORPORATION**, a California corporation

By: *Glenn Hemmerle*
Name: GLENN HEMMERLE
Title: PRD + CEO

Address:

115 W. Century Road
Paramus, New Jersey 07652
Chicago, Illinois 60603

FINOVA CAPITAL CORPORATION, a Delaware corporation

By: _____
Bernice H. Carr
Vice President

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

Address:

15635 Alton Parkway
Suite 350
Irvine, California 92618

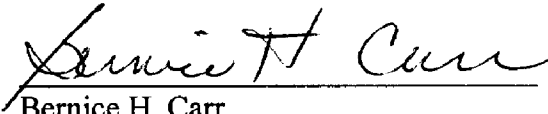
**JOHNNY ROCKETS LICENSING
CORPORATION**, a California corporation

By: _____
Name: _____
Title: _____

Address:

115 W. Century Road
Paramus, New Jersey 07652
Chicago, Illinois 60603

FINOVA CAPITAL CORPORATION, a Delaware corporation

By: 
Bernice H. Carr
Vice President

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

SS.

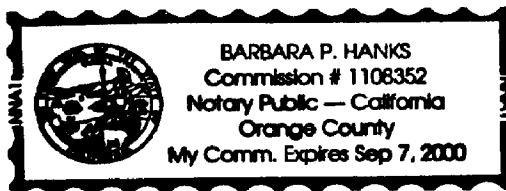
I, BARBARA P. HANKS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GLENN HEMMERLE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ~~he~~^{she} signed and delivered the said instrument as PRESIDENT/CEO of Johnny Rockets Licensing Corporation, pursuant to authority given by the Board of Directors of said corporation, as ~~his~~^{her} free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of September, 1998.

Barbara P. Hanks
Notary Public

My Commission Expires:

SEP. 7, 2000



STATE OF New Jersey)
)
COUNTY OF Bergen)

ss. Paramus

I, Judine S. Correggio, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bernice H. Carr, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as Vice President of FINOVA Capital Corporation, a Delaware corporation, pursuant to authority given by the Board of Directors of said corporation, as her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of September, 1998.

Judine S. Correggio

Notary Public

My Commission Expires:

9/1/2000

JUDINE S. CORREGGIO
Notary Public, State of New JERSEY
No.# 2181034
Commission Expires 9/1/2000

ATTACHMENT 1
to
Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	JOHNNY ROCKETS and Design	1,436,052	April 7, 1987
USA	JOHNNY ROCKETS and Design	1,951,318	January 23, 1996
USA	JOHNNY ROCKETS and Design	1,436,053	April 7, 1987
USA	JOHNNY ROCKETS and Design	1,448,387	July 21, 1987
USA	JOHNNY ROCKETS and Design	1,522,028	January 24, 1989
USA	JOHNNY ROCKETS and Design	1,740,033	December 15, 1992
USA	"RED RED SAUCE"	2,121,050	December 16, 1997
USA	ST. LOUIS	75/249,143	February 27, 1997
USA	STREAMLINER	2,129,076	January 13, 1998