

09-17-1998

TEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SEP 11 1998

RECC



100830713

Tab settings

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

9-11-98

1. Name of conveying party(ies):

Roma Dining LP

- Individual(s)
- General Partnership
- Corporation-State
- 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: July 1, 1998

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal Address: 7th Floor

Street Address: One East Fourth Street

City: Cincinnati State: OH ZIP: 45202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other an Ohio banking association

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)

Please See Attachment

1,363,850

Additional numbers attached? Yes No

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

Name: Rebecca A. Scullin

Internal Address: 1800 Provident Tower

Street Address: One East Fourth Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

09/15/1998 JSH/BAZZ 00000009-1363850

DO NOT USE THIS SPACE

01 FC-481 40.00 00
02 FC-482 250.00 00

9. Statement and signature:

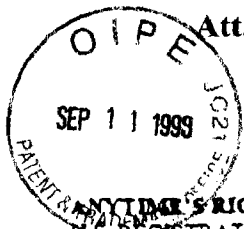
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joshua Goldberg
Name of Person Signing

[Signature]
Signature

9/8/98
Date

Total number of pages including cover sheet, attachments, and document: 11



U.S. TRADEMARK REGISTRATIONS

TONY ROMA'S RIGHT FOR RIBS
 U.S. REGISTRATION NO. 1,363,850
 REGISTRATION DATE: 10/1/83
 REGISTRANT: ROMA DINING LP

BEST RIBS IN AMERICA & design
 U.S. REGISTRATION NO. 1,809,728
 REGISTRANT: ROMA DINING LP

BEST RIBS IN AMERICA
 U.S. REGISTRATION NO. 1,789,031
 REGISTRANT: ROMA DINING LP

TONY ROMA'S FAMOUS FOR RIBS
 U.S. REGISTRATION NO. 2,013,399
 REGISTRANT: ROMA DINING LP

THE ROMA FEAST
 U.S. REGISTRATION NO. 1,617,780
 REGISTRANT: ROMA DINING LP

ROMAROAST
 U.S. REGISTRATION NO. 1,703,542
 REGISTRATION DATE: 7/28/92
 REGISTRANT: ROMA DINING LP

TONY ROMA'S A PLACE FOR KIDS & design
 U.S. REGISTRATION NO. 1,858,049
 REGISTRANT: ROMA DINING LP

TONY ROMA'S, THE STANDARD BY WHICH ALL OTHER RIBS ARE JUDGED
 U.S. REGISTRATION NO. 1,423,391
 REGISTRATION DATE: 12/30/86
 REGISTRANT: ROMA DINING LP

TONY ROMA'S
 U.S. REGISTRATION NO. 1,318,693
 REGISTRATION DATE: 2/5/83
 REGISTRANT: ROMA DINING LP

TONY ROMA'S A PLACE FOR RIBS
 U.S. REGISTRATION NO. 1,352,243
 REGISTRATION DATE: 7/30/83
 REGISTRANT: ROMA DINING LP

TONY ROMA'S A PLACE FOR RIBS
 U.S. REGISTRATION NO. 1,184,222
 REGISTRATION DATE: 12/29/81
 REGISTRANT: ROMA DINING LP

STATE MARKS

NONE



GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, ROMA DINING LP, a Delaware limited partnership, with its chief executive office at 9304 Forest Lane, Dallas, Texas 75243 ("Grantor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Romacorp, Inc., a Delaware corporation, Romacorp Operating Company, Inc., a Delaware corporation, Roma Franchise Corporation, a Delaware corporation, Roma Holdings, Inc., a Delaware corporation, Roma Systems, Inc., a Delaware corporation and Roma Dining LP, a Delaware limited partnership (collectively, the "Borrowers") and The Provident Bank, as Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Grantee"), have entered into that certain Credit Agreement by and among Borrowers and Grantee as agent for various Lenders listed on Schedule 1 attached to the Credit Agreement dated of even date herewith (the "Credit Agreement"), by which Grantee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, does hereby grant, transfer, assign and convey a security interest to Grantee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof (collectively, "Trademark Collateral").

Grantor further covenants and warrants to Grantee:

- (a) that Grantor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this grant of security interest;
- (b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) that to the best of Grantor's knowledge, the validity of the trademarks has never been questioned;
- (d) that Grantor has not entered into any contract or made any commitment that will impair Grantee's rights hereunder; and
- (e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner, except the granting of non-exclusive licenses in the ordinary course of Grantor's business, without the prior written consent of Grantee.



This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Security Interest in Trademarks as of this 1st day of July, 1998.

ROMA DINING LP,
a Delaware limited partnership

By: Robert B. Page
Name: Robert B. Page
Its: President

STATE OF New York)
COUNTY OF New York) SS:

On this 1st day of July, 1998, before me personally appeared Robert B. Page, the President of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 1998

[Signature]
Notary Public