

12-07-1998

FORM PTO-1584
1-31-98



U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

100913736

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

1. Name of conveying party(ies):

Fuddruckers, Inc.

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

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

2. Name and address of receiving party(ies):

Name: Fleet Bank, N.A., for itself
and as Agent

Internal Address: _____

Street Address: 1185 Avenue of the Americas

City: New York State: NY ZIP: 10036

- 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

3. Nature of conveyance:

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

Execution Date: November 24, 1998

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

A. Trademark Application No.(s)

75/278,264

B. Trademark registration No.(s)

<u>1,348,717</u>	<u>1,326,226</u>	<u>1,586,013</u>
<u>1,298,164</u>	<u>1,406,231</u>	<u>1,774,565</u>
<u>1,192,673</u>	<u>1,424,425</u>	<u>1,801,189</u>
	<u>1,570,126</u>	

Additional numbers attached? Yes No

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

Name: Stephen D. Brodie, Esq.

Internal Address: _____

Esanu Katsky Korins & Siger, LLP

Street Address: 605 Third Avenue

City: New York State: NY ZIP: 10158

6. Total number of applications and registrations involved: _____

11

7. Total fee (37 CFR 3.41): \$ 290

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Steven H. Newman, Esq.
Name of Person Signing

[Signature]
Signature

12/2/98
Date

Total number of pages comprising cover sheet: _____

1

OMB No. 0251-0211 (Rev. 4/94)

12/04/1998 DNGUYEN 00000097 1348717

01 FC:481
02 FC:482

40.00 DP
Mail documents ~~250.00 DP~~ recorded with required cover sheet information to:

TRADEMARK
REEL: 1822 FRAME: 0389

TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, and Trademark Applications)

WHEREAS, Fuddruckers, Inc. a Texas corporation (herein referred to as the "Grantor") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into a Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended by a First Amendment of even date herewith, and as the same may from time to time hereafter be amended, extended, supplemented, restated, joined in, or otherwise modified or replaced, the "**Credit Agreement**"; capitalized terms used herein, and not otherwise defined herein, are used with the meanings ascribed to them in the Credit Agreement) among, the Grantor, each of the other Obligors, the Banks and Fleet Bank, N.A., for itself and as agent for the Banks (in both such capacities for purposes of this Agreement, the "**Agent**"); and

WHEREAS, the Grantor, each of the other Obligors, and the Agent have entered into a Security Agreement dated as of the date hereof (the "**Security Agreement**"), pursuant to which, the Grantor and each of the other Obligors granted, assigned and pledged to the Agent, for the benefit of the Banks and Fleet (for itself) with respect to the Interest Rate Swap Agreement, a continuing first priority security interest in and to all their rights, title and interests in the Collateral (as defined in the Security Agreement), including, but not limited to, all of the Grantor's rights, title and interest in and to the Trademark Collateral (defined below) to secure all of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor does hereby reaffirm the grant to the Agent, for the benefit of the Agent and the Banks and for the benefit of Fleet (for itself) with respect to the Interest Rate Swap Agreement, to secure the Obligations (as defined in the Security Agreement), of the continuing security interest (granted pursuant to the Security Agreement) in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Credit Agreement) registration or application therefor referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark license to which the Grantor is a party and which is identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of any revenues from any claim by the Grantor against third parties for past, present or future unfair competition, or violation of intellectual property rights in connection with any injury, or infringement or dilution of, any Trademark owned by the Grantor, including, without limitation, injury, infringement or dilution of any Trademark referred to in Schedule 1 hereto, or of any and all rights and benefits of the Grantor under any Trademark license, or for injury to the goodwill associated with any of the foregoing.

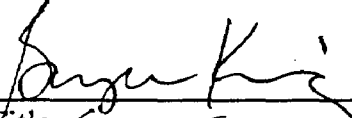
The Grantor hereby irrevocably constitutes and appoints the Agent, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in the Agent's discretion, upon the occurrence and during the continuation of an Event of Default, to take with respect to the Trademark Collateral any and all action which the Grantor is permitted to take by law or under the Security Agreement with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral, except for licenses made in the ordinary course of business.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Agent, for the benefit of the Banks and of Fleet (for itself) with respect to the Interest Rate Swap Agreement), pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the case of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions which shall enlarge or enhance the rights and remedies of the Agent and/or the interest of the Agent in the Trademark Collateral, or which shall afford the Agent greater financial security through the Trademark Collateral, shall control.

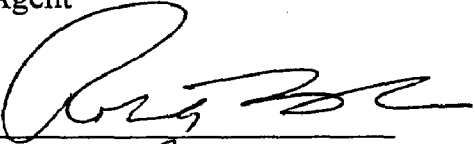
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunder duly authorized as of the 24 day of November, 1998.

FUDDRUCKERS, INC.

By: 
Title: Sec + Treas

Acknowledged:

FLEET BANK, N.A.,
as Agent

By: 
Title: VP

Commonwealth of Massachusetts
STATE OF _____)

COUNTY OF Suffolk) ss.:

I, Mary M. Catter a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFIED, that Bryant King, Sec. F. Mas. of (the
"Company"), personally known to be the same person whose name is subscribed to the foregoing
instrument as such Sec. F. Mas., appeared before me this day in person and
acknowledged that he signed, executed and delivered the said instrument as his own free and
voluntary act and as the free and voluntary act of said Company, for the uses and purposes
therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 9th day of November, 1998.

[Seal]

Mary M. Catter
Signature of Notary Public
My Commission expires 9/9/99

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
YOU WON'T BELIEVE HOW BIG IT IS	1,348,717	USA	7/9/85
FUDDRUCKERS	1,298,164	USA	9/25/84
FUDDRUCKERS & DESIGN (Ovaloid)	1,192,673	USA	3/23/82
FUDDRUCKERS (Mustard)	1,326,226	USA	3/19/85
MISC. DESIGN (Fuddruckers Lady)	1,406,231	USA	8/19/86
MISC. DESIGN (Yellow Awnings)	1,424,425	USA	1/6/87
DIAQUIRITA (Alcoholic)	1,570,126	USA	12/5/89
DIAQUIRITA (Non-Alcoholic)	1,586,013	USA	3/6/90
BASNA	1,774,565	USA	6/1/93
MA FUDD'S PATIO	1,801,189	USA	10/26/93

TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	COUNTRY	FILING DATE
WORLD'S GREATEST HAMBURGERS	75/278,264	USA	4/21/97
FUDDRUCKERS - WORLD'S GREATEST HAMBURGERS (New Drawing)		USA	11/02/98

GSDocs-713605-1
11/24/98 2:03 PM

RECORDED: 12/03/1998

TRADEMARK
REEL: 1822 FRAME: 0395