

12-09-1998



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Docket No.:

4229-G-5

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100917996

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

1. Name of conveying party(ies):

The Torbitt & Castleman Co.

MWD 11-27-98

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

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

3. Nature of conveyance:

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

Execution Date: November 17, 1998

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

Name: BHF-Bank Aktiengesellschaft

Internal Address: (as collateral agent)

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other German Joint Stock Company

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 numbers(s):

A. Trademark Application No.(s)

(see attached list)

B. Trademark Registration No.(s)

(see attached list)

Additional numbers attached? Yes No

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

Name: Virginia R. Richard

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,

Eisele and Richard

Street Address: 711 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

24

7. Total fee (37 CFR 3.41):.....\$ \$615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215 Order No. 4229-G-5

40.00 UP
575.00 OP

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.

Ronald E. Brauer

Name of Person Signing

Ronald E. Brauer

Signature

Nov 20 1998

Date

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK
REEL: 1823 FRAME: 0860

11/20/98 11:15 AM

1 FC:981
2 FC:482

Trademark	Reg. No.	Serial No.	State/Country
Billy Boy	1,161,181	73/251,210	U.S.
Bob White & Design	541,272	71/537,839	U.S.
Bob White (Stylized)	541,273	71/537,842	U.S.
Chicken 'N' Ribs	1,840,702	74/321,781	U.S.
Dixie Dew	1,099,755	73/151,673	U.S.
Hitching Post	1,648,280	74/070,614	U.S.
Home Brand	1,797,998	74/349,143	U.S.
King	780,442	72/177,265	U.S.
King & Design	250,953	71/270,086	U.S.
King Po-T-Rik	269,402	71/292,816	U.S.
La Cantina & Design	1,781,604	74/146,212	U.S.
Maple Inn	1,425,018	73/593,066	U.S.
Maple Rich	1,443,705	73/593,065	U.S.
Maple Rich	1,840,713	74/352,027	U.S.
Mapletown	1,799,554	74/355,897	U.S.
Pennant	1,809,418	74/335,633	U.S.
Pennant & Design	199,647	71/203,919	U.S.
Torbitt & Castleman	2,015,301	75/004,497	U.S.
Torbitt & Castleman	1,563,614	73/783,748	U.S.
Uncle Jack's	1,827,632	74/408,127	U.S.
Flavor Time	1,780,467	74/305,525	U.S.
Orchard Park	0	1/0/00	U.S.
Park Regency	1,691,790	74/101,047	U.S.
Flavor Time	1,185,802	74/436,471	U.S.

SUBORDINATED TRADEMARK SECURITY AGREEMENT

WHEREAS, THE TORBITT & CASTLEMAN COMPANY a Kentucky corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Senior Subordinated Loan Agreement of even date herewith (as the same may be amended from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Subordinated Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 presently existing or hereafter arising or acquired:

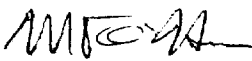
(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

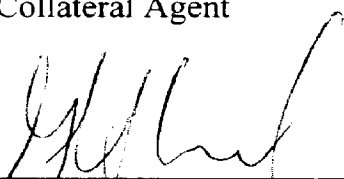
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, those relating to subordination) are incorporated by reference herein as if fully set forth herein.

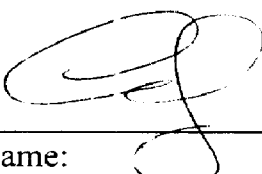
IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of November 1998.

THE TORBITT & CASTLEMAN COMPANY
as Grantor

By 
Name: Michael F. O. Harris
Title: Vice President

Acknowledged:
BHF-Bank Aktiengesellschaft,
as Collateral Agent

By 
Name: Gordon H. Muessel
Title: Vice President

By 
Name:
Title: Carlos Rodriguez
Assistant Treasurer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 17th day of November, 1998, before me personally came Michael F.O. Harris, to me personally known to me the person described in and who executed the foregoing instrument as Vice President of The Torbitt & Castleman Company, who being by me duly sworn, did depose and say that he is a Vice President of The Torbitt & Castleman Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Alexandre C. Manz Notary Public
ALEXANDRE C. MANZ
NOTARY PUBLIC, State of New York
No. 02MA6007689
Qualified in Queens County
Commission Expires 05/26/2000

[Seal]

My commission expires:

Schedule 1

to Trademark
Security Agreement

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02625-00008

RECORDED: 11/27/1998

TRADEMARK
REEL: 1823 FRAME: 0865