

RECORDATION FORM
TRADEMARK

02-24-1999

COMMERCE
Internal Office



100970601

Tab settings <<<< ▾

To the Honorable Commissioner of Patents and Trademarks: Please

Serial

1. Name of conveying party(ies):

Russian Tea Room LLC

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

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

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

Name: The Chase Manhattan Bank

Internal Address: Russian Tea Room, Relationship Manager

Street Address: 380 Madison Avenue, 14th Floor

City: New York State: NY ZIP: 10017

- 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: 2-16-99

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

Execution Date: January 28, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

R1291406; R1005631; R1261105; R1306293;
R1229752; R1305839; R1254528; R1260020;
R1262735; R1305837; R1305840; R1319607;
Additional numbers attached? Yes No R1346514; R1386316

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: 14

7. Total fee (37 CFR 3.41): \$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

02/18/1999 JSHABAZZ 0000037 1291406

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
325.00 DP

365E

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

Name of Person Signing

Signature

2/12/99

Date

Total number of pages comprising cover sheet: 1

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

TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, and Trademark Applications)

WHEREAS, Russian Tea Room Realty LLC, a Delaware limited liability company (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 this day entered into a Supplemental Agreement (as the same may from time to time hereafter be amended, extended, supplemented, restated, joined in, or otherwise modified or replaced, the "**Supplemental Agreement**"; capitalized terms used herein, and not otherwise defined herein, are used with the meanings ascribed to them in the Supplemental Agreement) among, the Grantor, the Guarantors (as named therein), and The Chase Manhattan Bank (the "**Bank**"); and

WHEREAS, the Grantor and the Bank have entered into a Security Agreement dated as of the date hereof (the "**Security Agreement**"), pursuant to which, the Grantor granted, assigned and pledged to the Bank continuing first priority (subject only to Permitted Liens (as defined in the Security Agreement)) security interest in and to all its 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 (as 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 parties agree as follows:

1. To the Bank to secure the Obligations, the Grantor does hereby reaffirm the grant 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) all Trademarks (as defined below) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, all such Trademarks;

(ii) all Trademark licenses for Trademarks, which licenses the Grantor is a party to and which are identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such Trademarks 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 Trademarks owned by the Grantor, including, without limitation, injury, infringement or dilution of any Trademarks referred to in Schedule 1 hereto, or of any and all rights and benefits of the Grantor under any licenses for Trademarks, or for injury to the goodwill associated with any of the foregoing.

2. "Trademarks" shall mean all of the Grantor's right, title and interest in and to all of its now owned or existing, an hereafter acquired or arising, trademarks, service marks, trademark or service mark registrations, trade names, trademark rights, trade name rights and trademark service or service mark applications, and (i) the divisions, continuations and renewals thereof and amendments thereto, (ii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) all rights as licensor or licensee with respect to any of the foregoing, and (vi) together in each case with the goodwill (including, without limitation, goodwill symbolized by trademarks, trade names and service marks) of the Grantor's business connected with the use of, and symbolized by any of, the foregoing.

3. The Grantor hereby irrevocably constitutes and appoints the Bank, 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 Bank's discretion, upon the occurrence and during the continuation of an Event of Default (under the Supplemental Agreement or the Security Agreement), 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.

4. 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.

5. Notwithstanding any other provision of this Agreement, all of the security interests granted to the Bank herein, and all of the other rights of the Bank herein, with respect to the Trademark Collateral, shall be subject and subordinate to the rights and interests of the "Secured Party" under (i) that certain Trademark Collateral Security Agreement, dated January 4, 1996, between RTR, LLC, a New York limited liability company ("RTR LLC"), and Faith Stewart-Gordon ("FSG") and (ii) that certain Collateral Assignment of Trademarks, dated January 4, 1996, from RTR LLC for the benefit of FSG.

6. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Bank pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank 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 Bank and/or the interest of the Bank in the Trademark Collateral, or which shall afford the Bank 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 28th day of January, 1999.

RUSSIAN TEA ROOM REALTY LLC

By: Warner LeRoy Real Estate LLC

By: _____

Name: Alan Garmise

Title: Vice President

Acknowledged:

THE CHASE MANHATTAN BANK

By: _____

Name: ROBERT H. STARK, JR.
Title: VICE PRESIDENT

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

On this 28th day of ~~February~~ JANUARY, 1999, before me personally came ALAN GARMISE to me known, who being by me duly sworn, did depose and say that he is the VICE PRESIDENT of Warner Leroy Real Estate LLC, ("WLRE") which limited liability company is the managing member of Russian Tea Room Realty LLC, ("RTRR") the limited liability company described in and which executed the above instrument, that he was duly authorized to execute said instrument on behalf of WLRE and RTRR; and that he acknowledged said instrument to be the free act and deed of WLRE and RTRR.



Notary Public

ELENA J. CASCONE
Notary Public, State of New York
No. 01CA5037910
Qualified in Bronx County
Commission Expires Jan. 17, 2001

2001

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
RUSSIAN TEA ROOM	R1291406	USA	8/21/84
RUSSIAN TEA ROOM	R1005631	USA	2/25/75
THE RUSSIAN TEA ROOM	R1261105	USA	12/13/83
THE RUSSIAN TEA ROOM	R1306293	USA	11/20/84
RUSSIAN TEA ROOM	R1229752	USA	3/8/83
THE RUSSIAN TEA ROOM	R1305839	USA	11/20/84
RTR AND DESIGN	R1254528	USA	10/18/83
RTR AND DESIGN	R1260020	USA	12/6/83
RTR AND DESIGN	R1262735	USA	12/27/83
THE SCOTT BLUE BOOK	R1305837	USA	11/20/84
FLYING BIRD AND PASSENGER	R1305840	USA	11/20/84
TOBERMARY	R1319607	USA	2/12/85
KILLORGLIN	R1346514	USA	7/2/85
"6 Minutes and 23 Seconds from Lincoln Center and Slightly to the left of Carnegie Hall"	R1386316	USA	3/11/86