

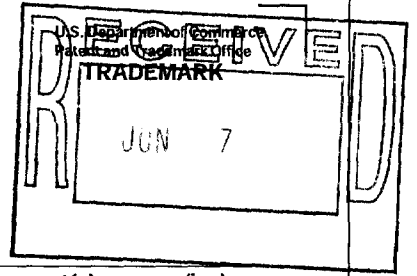
MNO 6-7-99

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

06-09-1999



101058812



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other 1818694

Conveying Party

Mark if additional names of conveying parties attached

Name ROYAL OAK ENTERPRISES, INC. Execution Date  
Month Day Year  
4/9/99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name SOUTHTRUST BANK, NATIONAL ASSOCIATION

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2000 Riveredge Parkway

Address (line 2) Suite 350

Address (line 3) Atlanta City Georgia State/Country 30328 Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other \_\_\_\_\_
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization \_\_\_\_\_

06/08/1999 DNGUYEN 00000204 012506 1818694

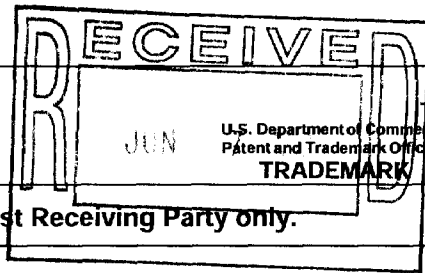
FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 275.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001908 FRAME: 0700



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

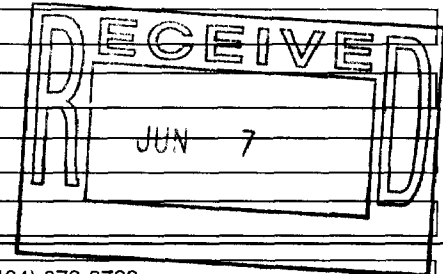
Name SCOTT E. TAYLOR, ESQUIRE

Address (line 1) ARNALL GOLDEN & GREGORY, LLP

Address (line 2) 2800 ONE ATLANTIC CENTER

Address (line 3) 1201 WEST PEACHTREE STREET

Address (line 4) ATLANTA, GEORGIA 30309-3450



**Correspondent Name and Address**

Area Code and Telephone Number (404) 873-8728

Name SCOTT E. TAYLOR

Address (line 1) ARNALL GOLDEN & GREGORY, LLP

Address (line 2) 2800 ONE ATLANTIC CENTER

Address (line 3) 1201 WEST PEACHTREE STREET

Address (line 4) ATLANTA, GEORGIA 30309-3450

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 10

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

Three empty boxes for Trademark Application Number(s).

Registration Number(s) table:

1,818,694	294,978	1,060,212
992,272	718,395	646,953
1,408,155	897,151	1,219,640

**Number of Properties** Enter the total number of properties involved. # 12

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 315.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 012506

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

SCOTT E. TAYLOR

5/27/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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## TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 9th day of April, 1999, between ROYAL OAK ENTERPRISES, INC., a Delaware corporation, ROYAL OAK SALES, INC., a Tennessee corporation f/k/a GULF LITE & WIZARD, INC., a Tennessee corporation, ROYAL OAK CHARCOAL, LLC, a Georgia limited liability company and THE PATIO CHEF COMPANY, LLC, a Georgia limited liability company (hereinafter collectively referred to as the "Company"), and SOUTHTRUST BANK, NATIONAL ASSOCIATION ("Agent"), as agent for itself and various financial institutions that are from time to time lenders (collectively, "Lenders") under and pursuant to an Loan and Security Agreement (the "Loan Agreement"), dated April 9, 1999, among the Company, Agent and the Lenders.

### W I T N E S S E T H:

WHEREAS, Company desires to obtain loans from Lenders pursuant to the terms of the Loan Agreement; capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement; and

WHEREAS, Lenders are willing to make loans to Company from time to time in accordanced with the terms of the Loan Agreement, provided Company executes this Agreement;

WHEREAS, Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Agent, for the Pro Rata benefit of Lenders, a lien upon and security interest in Company's now existing or hereafter acquired inventory, machinery equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, Company hereby agrees with Agent as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the payment and performance of the Obligations, the Company hereby pledges, assigns and grants Agent, for the Pro Rata benefit to Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):
  - (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or

future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

3. The Company represents and warrants that:

(a) To the best of the Company's knowledge, each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and

(d) The Company has the unqualified right to enter into this Agreement and perform its terms.

4. The Company covenants and agrees that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses (other than licenses granted in the ordinary course of business), registered user agreements and covenants by the Company not to sue third persons;

(c) The Company will maintain the quality of the products associated with the Trademarks, at a level substantially consistent with the quality at the time of this Agreement; and

(d) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

5. The Company hereby grants to Agent and its employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The company authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement), Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Agent may immediately, without notice or demand, each of which Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees actually incurred), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Agent in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company, its affiliates that are parties to the Loan Agreement and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the

Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company all releases and other instruments to terminate Agent's security interest in the Collateral.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, actually incurred by Agent or Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the company **ON DEMAND** by Agent and shall bear interest at the rate prescribed in the Loan Agreement.

13. The Company shall use its best efforts to detect any infringes of the Trademarks and shall notify Agent in writing of infringements detected.

14. In the event that Company shall fail to enforce any Trademark that is material to its business, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce such Trademark and any license thereunder, in which event the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to add such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in exercise of Agent's right under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including reasonable attorneys' fees actually incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. Notice of acceptance hereof is hereby waived by the Company.

22. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

23. THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARKS.



WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:



Jacqueline J.R. Harmon  
Notary

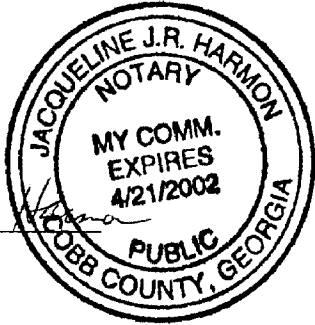
**ROYAL OAK ENTERPRISES, INC.,** a  
Delaware corporation  
("Assignor")

By: [Signature]  
Title: President

[CORPORATE SEAL]

James W. Healon  
Witness

ATTEST:



Jacqueline J.R. Harmon  
Notary

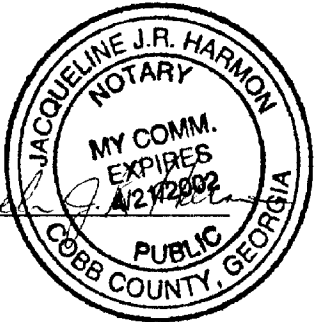
**ROYAL OAK SALES, INC.,** a Tennessee  
corporation f/k/a GULF LITE & WIZARD,  
INC., a Tennessee corporation  
("Assignor")

By: James E. Allen  
Title: President

[CORPORATE SEAL]

James W. Healon  
Witness

ATTEST:



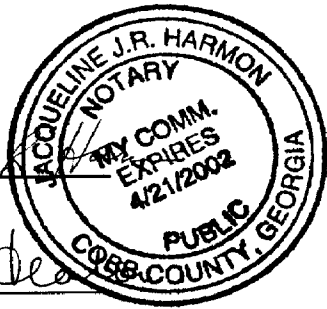
Jacqueline J.R. Harmon  
Notary

**THE PATIO CHEF COMPANY, LLC,** a  
Georgia limited liability company  
("Assignor")

By: [Signature] [SEAL]  
Title: Managing Director

James W. Healon  
Witness

ATTEST:



Jacqueline J. Harmon  
Notary

Jess W. DeLoach  
Witness

**ROYAL OAK CHARCOAL, LLC**  
a Georgia limited liability company

By: **ROYAL OAK ENTERPRISES, INC.**  
a Georgia corporation  
Sole Managing Member  
("Assignor")

By: [Signature]  
**Daren M. Keeter, President**

**(CORPORATE SEAL)**

Address:

One Royal Oak Avenue  
Roswell, Georgia 30076  
Attn: Daren M. Keeter

Accepted in Atlanta, Georgia:  
**SOUTHTRUST BANK, NATIONAL  
ASSOCIATION, as AGENT**

By:   
Title: Vice President

SCHEDULE A

ROYAL OAK U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
OLE DIZ	1,818,694
CHUCK WAGON DESIGN	683,459
BRIX	691,457
STEAKHOUSE	897,151
IMPERIAL	718,395
ROYAL OAK (& DESIGN)	294,978
GREAT LAKES & DESIGN	740,158
GRILL TIME	740,174
MINIT LITE	1,219,640
HOLIDAY (& DESIGN)	764,946
CHARCOAL PLUS	992,272
RED HOT	785,423
GULF LITE	1,230,775
GULF LITE	750,717
WIZARD	1,052,733
E-Z QUE BAR-B-QUE	1,408,155
ROYAL OAK (LIGHTER FLUID)	1,060,212
COLLIER	646,953
CHUCK WAGON	661,790
HICKORY RIVER (PATIO CHEF)	844,797
SIZZLE	1,559,515

BROIL BEST	698,326
PATIO CHEF	665,892

ROYAL OAK FOREIGN TRADEMARKS

PATIO CHEF (AUSTRALIAN MARK)	292,628
ROYAL OAK (AUSTRIA)	135,218
ROYAL OAK (BENELUX)	487,128
ROYAL OAK (DENMARK)	VR 4460/1994
ROYAL OAK (FINLAND)	122,666
ROYAL OAK (FRANCE)	1,625,371
ROYAL OAK (GERMANY)	2,005,617
ROYAL OAK (& CROWN DEVICE) (ITALY)	611,736
ROYAL OAK (NORWAY)	150,846
ROYAL OAK (PORTUGAL)	268,705
ROYAL OAK (SPAIN)	1,599,526
ROYAL OAK (SWEDEN)	251,944
ROYAL OAK (SWITZERLAND)	386,354
ROYAL OAK (U.K.)	B1424836
ROYAL OAK (& CROWN DESIGN) (U.K.)	B1438834
GRILL TIME (CANADA)	TMA130,455
STAR GRILL (CANADA)	TMA271,202
BRIX & DESIGN (CANADA)	TMA272,048