

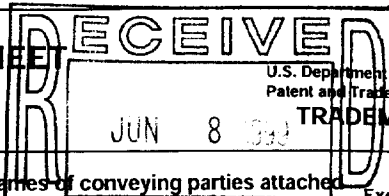
08-16-1999

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



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R SHEET



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

ME 6-8-99

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Concessions International, Inc.

05 05 99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Georgia

Receiving Party

Enter Additional Receiving Party

Per phone call:

Mark if additional names of receiving parties attached *Nature of Conveyance (Security Interest)*

Name NationsBank, N.A., as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) 101 N. Tryon Street

Address (line 2) Independence Center NC1-001-15-04

Address (line 3) Charlotte North Carolina 28255
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other National Banking Association

Citizenship/State of Incorporation/Organization

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.)

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

Mark if additional numbers attached

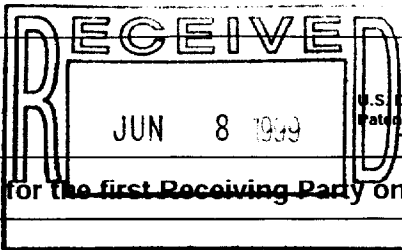
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

06/11/1999 NTHAI1	00000033	2095967
01 FQ:481	40.00	00

2095967		



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Melissa Cales Schwartz, Esq.

5/8/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 5, 1999, by and between CONCESSIONS INTERNATIONAL, INC., a Georgia corporation (the "Pledgor") and NATIONSBANK, N.A., in its capacity as administrative agent for the Issuing Bank (as defined below) and the Lenders (as defined below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, Russell Hospitality, LLC, a Georgia limited liability company (the "Borrower"), Pledgor, the financial institutions whose names appear as "Lenders" on the signature pages thereof (the "Lenders"), NationsBank, N.A., as issuing bank (the "Issuing Bank"), and the Administrative Agent are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Issuing Bank and the Lenders have agreed to extend credit to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Pledgor owns 46.46% of the issued and outstanding limited liability company interests of the Borrower, and as such, the Pledgor will realize substantial direct and indirect benefits from the extension of credit to the Borrower pursuant to the Credit Agreement; and

WHEREAS, the Issuing Bank and the Lenders are willing to extend credit to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Pledgor shall have executed and delivered this Agreement, in order to secure, as further described below, the full and prompt payment and performance of, among other thing, (a) the obligations of the Pledgor arising from this Agreement and that certain Parent Guaranty of even date herewith issued by the Pledgor in favor of the Administrative Agent (the "Guaranty") and (b) all of the Obligations (as defined in the Credit Agreement) of the Borrower under the Credit Agreement (including, without limitation, any interest, fees and other charges in respect of the Notes and the other Loan Documents that would accrue but for the filing of a bankruptcy action with respect to the Borrower, whether or not such claim is allowed in such bankruptcy action) ((a) and (b) being hereinafter together referred to as the "Secured Obligations");

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words “hereof”, “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Pledgor hereby grants to the Administrative Agent, for the its benefit and for the ratable benefit of the Issuing Bank and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor’s now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Pledgor’s business symbolized by the foregoing and connected therewith and (e) all of the Pledgor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and (ii) the goodwill of the Pledgor’s business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The Pledgor agrees that it will not, without the Administrative Agent’s prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. The Pledgor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule 1 include all of the

trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by the Pledgor on the Agreement Date, and (b) no Liens, claims or security interests in such Trademarks have been granted by the Pledgor to any Person other than the Administrative Agent and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Administrative Agent prompt written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. The Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent to the Pledgor.

8. Right to Inspect; Further Assignments and Security Interest. The Administrative Agent may, during normal business hours, or otherwise upon reasonable advance notice to the Pledgor, from time to time hereafter have access to, examine, audit, make copies (at the Pledgor's expense) and extracts from and inspect the Pledgor's premises and examine the Pledgor's books, records and operations relating to the Trademarks. The Pledgor agrees not to sell or assign its respective interests in, or grant any license (other than to Borrower or its Subsidiaries and except for the licenses in existence as of the date hereof and listed on Schedule 2) under, the Trademarks without the prior and express written consent of the Administrative Agent.

9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Secured Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Administrative Agent, the Issuing Bank and the Lenders and the Issuing Bank and the Lenders are under no further obligation to extend credit to the Borrower. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as reasonably

may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Credit Agreement.

10. Duties of the Pledgor. The Pledgor shall have the duty to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Pledgor further agrees (a) not to abandon any registered Trademark without the prior written consent of the Administrative Agent, and (b) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. The Administrative Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Administrative Agent's Right to Sue. From and after the occurrence of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Administrative Agent shall commence any such suit, the Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses reasonably and actually incurred by the Administrative Agent in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys, paralegals and other professionals for the Administrative Agent).

12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all officers, employees and agents of the Administrative Agent designated by the Administrative Agent in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Pledgor's or the Administrative Agent's name, upon the acceleration of the Borrower's obligations following the occurrence of an Event of Default or upon the Obligations otherwise becoming immediately and automatically due upon the occurrence of a bankruptcy or other insolvency proceeding in accordance with the terms of the Credit Agreement, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Administrative Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Administrative Agent deems in its best interest and in the best interest of the Issuing Bank and the Lenders. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. The Pledgor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5)

days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Pledgor and the Administrative Agent and their respective nominees, successors and assigns, and shall inure to the benefit of the Pledgor and the Administrative Agent and their respective nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to the Administrative Agent for its benefit and for the ratable benefit of the Issuing Bank and the Lenders, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Administrative Agent for its benefit and for the ratable benefit of the Issuing Bank and the Lenders.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

22. Merger. This Agreement represents the final agreement of the Pledgor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Administrative Agent.

23. Effectiveness. This Agreement shall become effective on the Agreement Date.

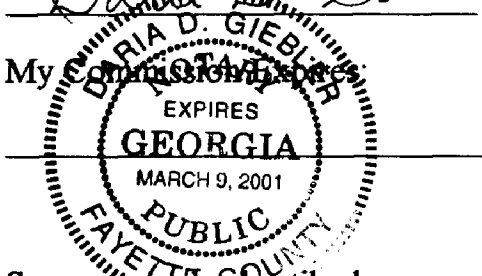
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 23rd day of April, 1999.

NOTARY PUBLIC

Daria D. Giebler

My Commission Expires

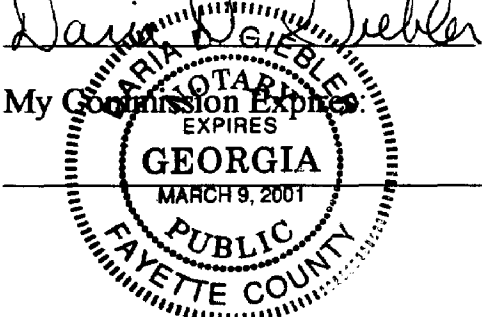


Sworn to and subscribed before me this 23rd day of April, 1999.

NOTARY PUBLIC

Daria D. Giebler

My Commission Expires



CONCESSIONS INTERNATIONAL, INC.

By: *[Signature]*

Name: HERMAN J. RUSSELL

Title: CHAIRMAN

NATIONSBANK, N.A., as Administrative Agent

By: *[Signature]*

Name: Scot Turner

Title: Vice President

Schedule 1

Word Mark: Concessions International
Owner Name: Concessions International, Inc.
Registration No.: 2095967
Serial No.: 75-061313

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