

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORD
TRA

09-13-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and

101124368

Original documents or copy thereof.

1. Name of conveying party(ies):

SWH Corporation

mtf
7/12/99

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State California
- Other

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

3. Nature of conveyance:

29

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

Execution Date: June 30, 1999

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

Name: BankBoston, N.A.

Internal Address:

Street Address:

100 Federal Street

City: Boston State MA ZIP 02110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s)

B. Trademark Registration No.(s)

1. 2,132,534 (1/27/98)

Additional numbers attached? Yes No

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

Name: James I. Rubens, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

1

7. Total fee (37 CFR 3.41)..... \$40.00

- 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

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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.

Judy Radoccia

Name of Person Signing

Judy Radoccia
Signature

June 30, 1999

Date

Total number of pages including cover sheet, attachments, and document 7

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

TRADEMARK U.S. PATENT & TRADEMARK OFFICE FORMS 1594.P

REEL: 001926 FRAME: 0609

SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks) is made as of June 30, 1999 by SWII CORPORATION ("Debtor"), a California corporation having a place of business at 17852 East 17th Street, South Building, Suite 108, Tustin, California 92680, in favor of BANKBOSTON, N.A., as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the various financial institutions who are or hereafter become Lenders under, and as defined in, the Amended and Restated Credit Agreement referred to below (the "Lenders") (collectively, the Agent and the Lenders are referred to as the "Secured Parties").

1. Recitals.

A. The Debtor and the Secured Parties are entering into an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). pursuant to which certain of the Secured Parties are extending credit to the Debtor.

B. Debtor is the owner of all right, title and interest, in and to the registrations and applications for registration of the trademarks and the trade names listed and described in Schedule A attached hereto, along with all assumed name used by Debtor ("Trademarks" and "Trade Names"). Secured Parties, for the benefit of themselves, their successors and assigns, subject to the terms and agreements contained herein, wish to acquire a security interest in the Trademarks and Trade Names together with all of the goodwill of the business in connection with which such Trademarks and Trade Names are used as security for the loans made by Secured Parties to Debtor under the Credit Agreement, and all other obligations of Secured Parties to Debtor, direct or indirect, absolute or contingent, secured or unsecured and now existing or hereafter arising (the "Obligations").

2. Security Interest. The Debtor does hereby grant to Secured Parties a security interest in the Trademarks and Trade Names listed on Schedule A hereto, together with all of the goodwill of the business in connection with which the Trademarks and Trade Names are used, all claims for damage by reason of infringement of any such Trademarks and Trade Names, and any and all proceeds of the Trademarks and Trade Names, including personal property purchased with cash proceeds. The security interest hereby granted shall secure the Obligations.

3. Further Assurances. Debtor hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be appropriate and may reasonably be deemed necessary by Secured Parties fully to secure to the Secured Parties their interests as aforesaid in and to said applications or any part thereof and in and to the Trademarks or Trade Names or any of them. Debtor further covenants and agrees that it will at any time upon request communicate to the Secured Parties, its successors, assigns or other

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"Mimi's Cafe"	2, 132, 534 Serial No. 75-236, 938	01/27/98

Trademark Applications

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Status</u>
None			