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*10-25-99*

10-28-1999



101185890

ATTORNEY DOCKET NO. 112392-16

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

1. **Name and Address of Conveying Party(ies):** *99 OCT 25 AM 9:45*

Boca Burger, Inc.  
Civic Opera Building  
20 N. Wacker Drive, suite 1360  
Chicago, IL 60606

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation -- State: Florida  
 Other:  
 Additional Name(s) of Conveying Party(ies) Attached

2. **Name and Address of Receiving Party(ies):**

Heller Financial, Inc.  
500 W. Monroe Street  
Chicago, IL 60661

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation -- State: Delaware  
 Other:  
 Additional Name(s) of Receiving Party(ies) Attached

Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. **Nature of Conveyance:**

Assignment  
 Security Agreement  
 Merger  
 Change of Name  
 Other:

Execution Date: August 27, 1999

4. **Application Number(s) or Registration Number(s):**

A. Trademark Application No.(s)  
SEE "EXHIBIT A" ATTACHED  
B. Trademark Registration No.(s)  
 Additional Numbers Attached

5. **Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:**

Theodore F. Shiells  
Gardere & Wynne, L.L.P.  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201

214-999-4632 - Telephone  
214-999-4667 - Facsimile

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  
 Charge Any Deficiencies to Deposit Account

8. **Deposit Account Number:** 07-0153

9. **Statement and Signature:**  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.*

*Theodore F. Shiells*  
Theodore F. Shiells, Reg. No. 31,569  
*Oct. 18, 1999*  
Date

**Certificate of Mailing**  
I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:  
*Oct. 18, 1999*  
Date  
*Sherri O. Byrd*  
Sherri O. Byrd

10/27/1999 DNGUYEN 00000211 75752878

01 FC:481

40.00 DP

Mail To: Commissioner of Patents and Trademarks,  
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 8

**EXHIBIT "A"**

**U.S. Trademark Applications:**

<b>MARK</b>	<b>APPLICATION NO.</b>	<b>DATE OF FILING</b>
Meatless Use in Place of Ground Beef	75/752,878	07/16/99

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Boca Burger, Inc., a Florida corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Heller Financial, Inc. ("Lender") are parties to a Credit Agreement dated as of April 30, 1997, as amended and restated in its entirety by that certain Amended and Restated Credit Agreement dated as of August 27, 1999 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lender; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 30, 1997 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Lender, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Guaranty;

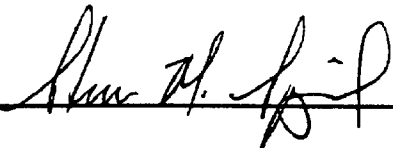
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 27 day of August, 1999.

**BOCA BURGER, INC.**

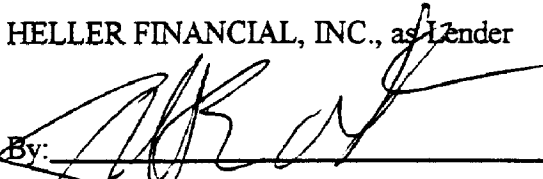
By:  \_\_\_\_\_

Name: Steven M. Spiegel

Title: Chief Financial Officer

Acknowledged:

HELLER FINANCIAL, INC., as Lender

By:  \_\_\_\_\_

Name: Scott E. Gast

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

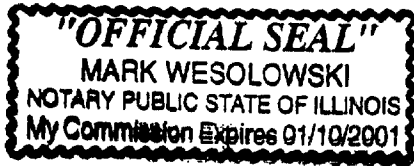
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COUNTY OF DALLAS

*September*

On the 17 day of ~~August~~, 1999 before me personally appeared Steven M. Spiegel, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer of Boca Burger, Inc., who being by me duly sworn, did depose and say that he is Chief Financial Officer of Boca Burger, Inc., 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 sealed 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.

(Seal)



*[Signature]* 9/17/99  
Notary Public

My commission expires: 1/10/2001

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DALLAS

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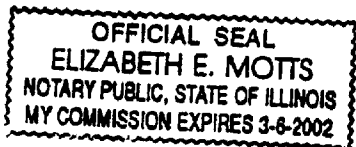
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On the \_\_\_\_ day of August, 1999, before me personally appeared Scott E. Gast, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Assistant Vice President of Heller Financial, Inc., who being by me duly sworn, did depose and say that he is Assistant Vice President of Heller Financial, Inc., 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 sealed 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.

(Seal)

*Elizabeth E. Motts*  
Notary Public

My commission expires: March 6, 2002



Schedule 1  
to Trademark  
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Boca Burger	2,073,595	June 24, 1997

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Date of Filing</u>
The Original Boca Burger and Design	001088087	February 25, 1999
The Official Burger of the New Millennium	75/440,748	February 23, 1998
The Original Bigger Boca Bigger and Design	75/538,271	August 9, 1998
The Original Boca Breakfast	75/538,269	August 18, 1998
The Original Boca Breakfast and Design	75/538,272	August 18, 1998
The Original Boca Burger and Design	75/546,075	September 1, 1998
The Original Ground Boca Burger Recipe Basics and Design	75/538,270	August 18, 1998
You Won't Believe It's Meatless	75/546,395	
You Won't Believe It's Meatless and Design	75/546,396	September 1, 1998
Vegetarians Celebrate Meatlovers Salivate	[In Process]	
Meatless Use In Place Of Ground Beef	Not Available	July 16, 1999

FOREIGN TRADEMARK REGISTRATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

Boca Burger	865204	December 24, 1997
The Official Burger of the New Millennium	870938	March 3, 1998
The Original Boca Breakfast and Design	893595	October 13, 1998
The Original Boca Burger and Design	893592	October 13, 1998
The Original Ground Boca Burger	893591	October 31, 1998
You Won't Believe It's Meatless and Design	893593	October 13, 1998

TRADEMARK LICENSES

Healthy Technologies, Inc.

UNREGISTERED TRADEMARKS

Real Taste Attracts All Kinds  
The Original Boca & Design  
Boca Burger, Inc.