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04-06-2000



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

- 1. Name and address of conveying parties:

HOULIHAN'S RESTAURANTS, INC.
 Two Brush Creek Boulevard
 P.O. Box 16000
 Kansas City, MO 64112

A Delaware corporation

- 2. Name and address of receiving party:

Fleet National Bank, as Agent
 100 Federal Street
 Boston, MA 02110

A national banking association (f/k/a BankBoston, N.A.)

- 3. Nature of conveyance: First Supplemental Trademark Collateral Security and Pledge Agreement

Execution date: March 14, 2000

- 4. Application numbers and registration numbers:

- A. Trademark numbers:

See Schedule A attached hereto.

- B. Trademark application numbers:

See Schedule A attached hereto.

04/06/2000 DCBATES 00000175 2203522

01 FC:461
02 FC:462

BUSDOCS:823907

(40.00 DP
130.00 DP)

TRADEMARK
REEL: 002044 FRAME: 0393

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

Lucas Rogers, Esq.
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

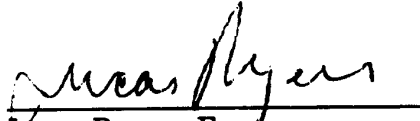
6. Total number of applications and trademarks involved: 7

7. Total fee enclosed: \$180.00

8. Deposit account number: Not applicable

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.



Lucas Rogers, Esq.
April 4, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 15

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

U.S. Patent and Trademark Office
Office of Public Records
Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

BUSDOCS:823957.2

TRADEMARK
REEL: 002044 FRAME: 0394

**Trademark and Trademark Registrations
Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>United States Registration No.</u>	<u>Registration Date</u>
Houlihan's (98 stylized)	2,285,522	10/12/99
H (stylized)	2,274,633	8/31/99
Fresh Not Formula	2,278,205	9/17/99
J. Gilbert Wood-Fired Grill	2,298,974	12/7/99
Darryl's (for BBQ Sauce)	1,557,053	9/19/89
Pig Face design (for Darryl's)	1,517,664	12/20/88

**Pending Applications
United States Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
What a Great Idea	75/743,050	7/2/99

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**TRADEMARK
REEL: 002044 FRAME: 0396**

**FIRST SUPPLEMENTAL TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **FIRST SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement") dated as of March 14, 2000 by and among **HOULIHAN'S RESTAURANTS, INC.**, a Delaware corporation (f/k/a Gilbert/Robinson, Inc.), **HOULIHAN'S OF UNION STATION, INC.**, a Missouri corporation, **HOULIHAN'S OF FARMINGDALE, INC.**, a Missouri corporation, **HOULIHAN'S/BERGEN COUNTY, INC.**, a New Jersey corporation, **HOULIHAN'S/MARYLAND, INC.**, a Maryland corporation, **HOULIHAN'S OF INDIANAPOLIS, INC.**, an Indiana corporation, **HOULIHAN'S/MILWAUKEE, INC.**, a Wisconsin corporation, **HOULIHAN'S OF CALIFORNIA, INC.**, a California corporation, **HOULIHAN'S/SAN FRANCISCO, INC.**, a California corporation, **RESTAURANT SUPPLY, INC.**, a Missouri corporation, **RED STEER, INC.**, a Missouri corporation, **SAM WILSON'S/KANSAS, INC.**, a Kansas corporation, **S & H BEVERAGE CO., INC.**, a Texas corporation, **G/R TEXAS ENTERPRISES, INC.**, a Texas corporation, **DARRYL'S OF KISSIMMEE, INC.**, a Missouri corporation, **DARRYL'S OF ST. LOUIS COUNTY, INC.**, a Missouri corporation and **DARRYL'S OF OVERLAND PARK, INC.**, a Kansas corporation, each having a principal place of business at Two Brush Creek Boulevard, P.O. Box 16000, Kansas City, Missouri 64112 (each, an "Assignor," and collectively, the "Assignors") and **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with a place of business at 100 Federal Street, Boston, Massachusetts 02110 ("FNB"), acting as agent (the "Agent") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Revolving Credit and Term Loan Agreement dated as of June 29, 1998 (as amended and in effect from time to time, the "Credit Agreement"), by and among the Assignors, Houlihan's Restaurant Group, Inc. (with the Assignors, collectively, the "Companies"), the Banks and the Agent.

Reference is hereby made to the Security Agreement dated as of June 29, 1998 by and among the Assignors and the Agent (as amended and in effect from time to time, the "Security Agreement").

RECITALS

WHEREAS, the Companies, the Agent and the Banks have entered into the Credit Agreement, pursuant to which the Banks have made Loans (as defined in the Credit Agreement) and otherwise extended credit to the Assignors pursuant to the terms thereof;

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Assignors and the Agent have entered into the Security Agreement pursuant to which the Assignors have granted to the Agent, for the benefit of the Banks and the Agent, to secure the payment and performance in full of all of the Obligations (as such term is defined in the Credit Agreement), a security interest in and a pledge and assignment of the Collateral (as defined in the Security Agreement), including, without limitation, the Pledged Trademarks (as defined in the Original Trademark Collateral Assignment).

WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, the Assignors and the Agent have also entered into a Trademark Collateral Security and Pledge Agreement dated as of June 29, 1998, which was recorded with the United States Patent and Trademark Office (the "PTO") on July 9, 1998 at Reel 1752, Frame 0678 (the "Original Trademark

BUSDOCS:703835.1BUSDOCS:835691.2

**TRADEMARK
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Collateral Assignment"), pursuant to which the Assignors granted and confirmed the grant of a security interest to the Agent in and lien on all of the Assignors' Pledged Trademarks, as such term is defined in the Original Trademark Collateral Assignment;

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Collateral Assignment, the Assignors have informed the Agent that the Assignors have additional trademarks and trademark applications as set forth on Schedule A and Annex A hereto (such trademarks and trademark applications being collectively referred to herein as the "Supplemental Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, the Assignors wish to execute and deliver this Agreement to further effect, evidence and memorialize the Assignors' grant to the Agent of a security interest in the Supplemental Trademarks, the Trademark Rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Associated Goodwill and Related Assets associated with or related to the Supplemental Trademarks (the "Supplemental Goodwill"), the Trademark Registrations associated with or related to the Supplemental Trademarks (including, without limitation, the Trademark Registrations set forth on Schedule A and Annex A hereto) (the "Supplemental Trademark Registrations"), the Trademark License Rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds"), (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Goodwill, Supplemental Trademark Registrations, Supplemental Trademark License Rights and Supplemental Proceeds collectively referred to as the "Supplemental Trademark Collateral"), and the Assignors' collateral future assignment to the Agent of the Supplemental Trademark Collateral, all as contemplated by the Original Trademark Collateral Assignment;

NOW, THEREFORE, the Assignors and the Agent, in consideration of the promises set forth in the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein without definition shall have as their respective meanings the definitions as set forth in the Original Trademark Collateral Assignment.

2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

2.1. **Grant of Security Interest.** As collateral security for the complete and timely payment, performance and performance in full of all Obligations, each Assignor hereby confirms its grant to the Agent pursuant to the Original Trademark Collateral Assignment and the Security Agreement and hereby unconditionally grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges and mortgages (but does not transfer title to) the Supplemental Trademark Collateral to the Agent (and confirms its pledge and mortgage of the Supplemental Trademark Collateral to the Agent pursuant to the Original Trademark Collateral Assignment), for the benefit of the Banks and the Agent. In addition, each Assignor hereby agrees upon the request of the Agent following and during the continuance of an Event of Default, to execute, and in addition hereby confirms that pursuant to §10 of the Original Trademark Collateral Assignment such Assignor has constituted and appointed the Agent as such Assignor's true and lawful attorney in fact to execute on such Assignor's behalf, an assignment of federally registered trademarks and other registered trademarks in substantially the form of Exhibit 1 to the Original Trademark Collateral Assignment (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO and any other relevant authority the Assignment of Marks

upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under the Original Trademark Collateral Assignment, the Security Agreement and hereunder.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Supplemental Trademark Collateral provided and confirmed in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, each Assignor hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks and the Agent (and confirms its grant, assignment, transfer, conveyance and setting over to the Agent pursuant to the Original Trademark Collateral Assignment), each Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral, provided, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans (as defined in the Credit Agreement) is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Supplemental Trademark Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Supplemental Trademark Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". THE AGENT ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Agent shall have such rights, interests and remedies, and each Assignor shall have such obligations, as are provided in or arise under the Original Trademark Collateral Assignment with respect to the Pledged Trademarks, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Agent in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Security Agreement, the Original Trademark Collateral Assignment and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Trademark Collateral (and any and all obligations of each Assignor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Trademark Collateral Assignment. The Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks and the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNORS.

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**TRADEMARK
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3.1. Schedule A to the Original Trademark Collateral Assignment (the "Original Schedule A") as well as the Annex of Exhibit 1 to the Original Trademark Collateral Assignment (the "Original Annex"), which sets forth a list of all Pledged Trademarks owned by Assignors, is hereby amended and supplemented by Schedule A and Annex A to this Agreement (the "New Schedule A" and "New Annex A", respectively). Each Assignor represents and warrants that the Original Schedule A and the New Schedule A and the Original Annex and Annex A collectively constitute a true and complete list of all Pledged Trademarks.

3.2. The term "Pledged Trademarks", as defined and used in the Original Trademark Collateral Assignment, shall include, as of the time of any Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Goodwill, Supplemental Trademark Registrations, Supplemental Trademark License Rights, Supplemental Proceeds and the Supplemental Trademark Collateral.

3.3. Each Assignor represents and warrants that all representations and warranties of each Assignor as set forth in the Credit Agreement and the Original Trademark Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except as such representations and warranties contained in the Credit Agreement are necessarily affected by the transactions contemplated by the Credit Agreement, and except for representations and warranties which expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each Assignor and the Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Collateral Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

4. **OTHER TERMS AND CONDITIONS OF ORIGINAL TRADEMARK COLLATERAL ASSIGNMENT.** This Agreement incorporates by reference all other terms and conditions contained in the Original Trademark Collateral Assignment, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Trademark Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, each Assignor expressly affirms all of its obligations under the Original Trademark Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Trademark Collateral Assignment except as expressly set forth herein.

IN WITNESS WHEREOF, each Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

HOULIHAN'S RESTAURANTS, INC.
HOULIHAN'S OF UNION STATION, INC.
HOULIHAN'S OF FARMINGDALE, INC.
HOULIHAN'S/BERGEN COUNTY, INC.
HOULIHAN'S/MARYLAND, INC.
HOULIHAN'S OF INDIANAPOLIS, INC.
HOULIHAN'S/MILWAUKEE, INC.
HOULIHAN'S OF CALIFORNIA, INC.
HOULIHAN'S/SAN FRANCISCO, INC.
RESTAURANT SUPPLY, INC.
RED STEER, INC.
SAM WILSON'S/KANSAS, INC.
S & H BEVERAGE CO., INC.
G/R TEXAS ENTERPRISES, INC.
DARRYL'S OF KISSIMMEE, INC.
DARRYL'S OF ST. LOUIS COUNTY, INC.
DARRYL'S OF OVERLAND PARK, INC.

By: 

Name: Stephen J. Kiel
Title: Senior Vice President

FLEET NATIONAL BANK (f/k/a BankBoston, N.A.), as Agent

By: 

Name: Virginia W. Bennett
Title: Vice Pres

State/Commonwealth of Missouri)
County of Jackson)

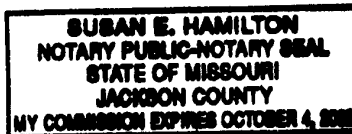
ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, Stephen J. Kiel, personally known to me, who, being by me first duly sworn, declared that he/she is the Senior Vice President of Houlihan's Restaurants, Inc., Houlihan's of Union Station, Inc., Houlihan's of Farmingdale, Inc., Houlihan's/Bergen County, Inc., Houlihan's/Maryland, Inc., Houlihan's of Indianapolis, Inc., Houlihan's/Milwaukee, Inc., Houlihan's of California, Inc., Houlihan's/San Francisco, Inc., Restaurant Supply, Inc., Red Steer, Inc., Sam Wilson's/Kansas, Inc., S & H Beverage Co., Inc., G/R Texas Enterprises, Inc., Darryl's of Kissimmee, Inc., Darryl's of St. Louis County, Inc. and Darryl's of Overland Park, Inc., that being duly authorized he/she did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of March, 2000.

Susan E. Hamilton
Notary Public

My Commission Expires:



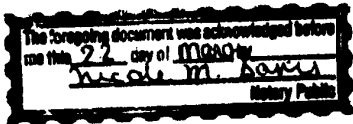
Commonwealth of Massachusetts)
County of Suffolk)

Personally appeared before me, the undersigned, a Notary Public in and for said county, Virginia W. Bennett, personally known to me, who, being by me first duly sworn, declared that he/she is a Vice President of Fleet National Bank, that being duly authorized he/she did sign and seal said instrument as such officer of and on behalf of such bank, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22th day of March, 2000.

Nicole M. Dence
Notary Public

My Commission Expires: Dec. 22, 2000



BUSDOCS: 835691.2

TRADEMARK
REEL: 002044 FRAME: 0402

**Trademark and Trademark Registrations
Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>United States Registration No.</u>	<u>Registration Date</u>
Houlihan's (98 stylized)	2,285,522	10/12/99
H (stylized)	2,274,633	8/31/99
Fresh Not Formula	2,278,205	9/17/99
J. Gilbert Wood-Fired Grill	2,298,974	12/7/99
Darryl's (for BBQ Sauce)	1,557,053	9/19/89
Pig Face design (for Darryl's)	1,517,664	12/20/88

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**TRADEMARK
REEL: 002044 FRAME: 0403**

**Pending Applications
United States Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
What a Great Idea	75/743,050	7/2/99

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**TRADEMARK
REEL: 002044 FRAME: 0404**

**Trademark and Trademark Registrations
Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>United States Registration No.</u>	<u>Registration Date</u>
Houlihan's (98 stylized)	2,285,522	10/12/99
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**TRADEMARK
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