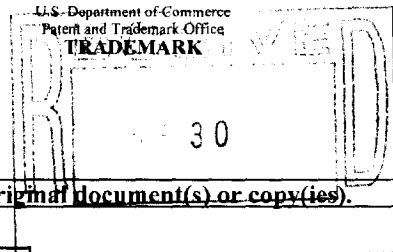


04-26-2000



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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

3-30-00

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/25/2000 DNGUYEN 00000173 1968495

FOR OFFICE USE ONLY

11 FC:481 40.00 DP
 12 FC:482 Public burden reporting for this collection of forms is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

BOI_MT1:289828.1

TRADEMARK
 REEL: 002059 FRAME: 0594

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,968,495"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,561,615"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,384,792"/>	<input type="text"/>	<input type="text"/>

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.

Thomas C. Morris
Name of Person Signing



Signature

3/24/2000
Date Signed

Date Signed

MEMORANDUM OF SECURITY AGREEMENT

This Memorandum of Security Agreement is made and entered into by and among AMRESKO COMMERCIAL FINANCE, INC., a Nevada corporation (herein called "Secured Party"), and SLADE'S, INC., a Virginia corporation, CHAIN BRIDGE PROPERTIES, L.L.C., a Virginia Limited Liability Company, SLADE'S OF TENNESSEE, INC., a Tennessee corporation, SLADE'S RESTAURANTS OF WEST VIRGINIA, INC., a West Virginia corporation, SLADE'S OF PENNSYLVANIA, INC., a Pennsylvania corporation, and SLADE'S OF MARYLAND, INC., a Maryland corporation (collectively herein "Borrower"), to witness that:

Pursuant to a Pledge and Security Agreement dated March 1, 2000, between Secured Party and Borrower, all the terms and conditions of which are made a part hereof as though fully set forth herein, Borrower has granted to Secured Party a security interest in certain Collateral more fully defined in said agreement, and such Collateral includes the following federally registered trademarks.

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
PARGO'S AMERICAN FOOD & SPIRITS (and design)	1,968,495	04/16/1996
PARGO'S	1,561,615	10/17/1989
PARGO'S SPIRITED FOODS (and design)	1,384,792	02/25/1986

Dated: March 1, 2000.

Secured Party:

AMRESKO COMMERCIAL FINANCE, INC.

By: *Kim Hatten*
 Its: *Vice Pres.*

Borrower:

SLADE'S, INC.

By: *Rob Jan* CEO
 President and CEO

Borrower:

CHAIN BRIDGE PROPERTIES, L.L.C.

By: Richard P. Bushell, Vice Pres
Vice President

Borrower:

SLADE'S OF TENNESSEE, INC.

By: Richard P. Bushell
President

Borrower:

SLADE'S RESTAURANTS OF WEST VIRGINIA,
INC.

By: Richard P. Bushell
President

Borrower:

SLADE'S OF PENNSYLVANIA, INC.

By: Richard P. Bushell
President

Borrower:

SLADE'S OF MARYLAND, INC.

By: Richard P. Bushell
President

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PARGO'S SPIRITED FOODS (and design)	1,384,792	02/25/1986

Dated: March 1, 2000.

Secured Party:

AMRESKO COMMERCIAL FINANCE, INC.

By: *Jim Hutton*
 Its: *Vice Pres.*

Borrower:

SLADE'S, INC.

By: *Rob. Slade* CEO
 President and CEO

Borrower:

CHAIN BRIDGE PROPERTIES, L.L.C.

By: Richard P. Buckell, Vice Pres
Vice President

Borrower:

SLADE'S OF TENNESSEE, INC.

By: Richard P. Buckell
President

Borrower:

SLADE'S RESTAURANTS OF WEST VIRGINIA,
INC.

By: Richard P. Buckell
President

Borrower:

SLADE'S OF PENNSYLVANIA, INC.

By: Richard P. Buckell
President

Borrower:

SLADE'S OF MARYLAND, INC.

By: Richard P. Buckell
President