

07-19-2000



101407010

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patents and Trademark Office

and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Avado Brands, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Wachovia Bank, N.A., as Agent  Internal Address: 191 Peachtree Street  Street Address: _____  City Atlanta State GA ZIP 30303</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input checked="" type="checkbox"/> Association national banking association  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designation shall be a separate document from Assignments)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: January 31, 2000</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 2003434</p> <p>B. Trademark registration No.(s) 75/616275</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Diane S. White  Internal Address: King &amp; Spalding  _____  Street Address: 191 Peachtree Street  _____  City: Atlanta State: GA ZIP 30303</p>	<p>6. Total number of applications and registrations involved: 35</p> <p>7. Total fee (37 CFR 3.41): \$ 1,010</p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____  (Attach duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

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.

Diane S. White

Name of Person Signing

Diane S. White  
Diane S. Signature White

6/22/00

Date

Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

07/18/2000 HT:RII 00000134 2003434

01 FC:481  
02 FC:482

40.00 DP  
850.00 DP

000095895

\$20.00

Refund Total:

TRADEMARK

REEL: 002104 FRAME: 0733

Attachment 1

Item A. Trademarks:

U.S. TRADEMARKS

<u>Name</u>	<u>Registration Number</u>	<u>Application Number (only if pending)</u>
Alligator Ale		75/616275
Alligator Ale (and design)		75/613966
Bierodrome		75/759372
Canyon Cafe	2003434	
Chili Macho	2256185	
Clearwater Light	2097427	
Crabcake Lounge		75/738763
Desert Fire	2240623	
Don Pablo's		74/705944
Don Pablo's	1530232	
Golden Hammer	2216488	
Hammerhead Red.	2139980	
Hop E. Hare (stylized)	2031203	
Hops Grill & Bar Microbrewery (and design)	1942248	
Hops!	1712533	
Jake's	1328806	
Jake's		75/625487
Jake's	1306235	
Jake's	1610827	
Lightning Bold Gold	2091183	
M&S Grill	2272893	
Mama's Skinny	2167188	
McCormick & Schmick's	1520274	
McCormick & Schmick's Harborside	2038613	
McCormick's	1536934	
Pizzazzuro		75/568304
Prairie Fire	2147501	
San Marzzano		75/568367
Spenger's Fish Grotto (and design)		74/416890
Spenger's Fish Grotto Since 1890 (stylized)	1818268	
The Real Enchilada	1863776	

<u>Name</u>	<u>Registration Number</u>	<u>Application Number</u> <u>(only if pending)</u>
The Real Enchilada	1864093	
The Real Margarita		75/452406
The Shortest Distance Between Vision and Reality	2286666	
Wait'll You See What's Brewing on the Grill	2112467	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of January 31, 2000, by AVADO BRANDS, INC., a Georgia corporation ("**Pledgor**") to and in favor of WACHOVIA BANK, N.A. ("**Wachovia**"), not individually, but in its capacity as agent for the Banks defined below (Wachovia, acting in such capacity herein called the "**Agent**");

### W I T N E S S E T H:

WHEREAS, pursuant to a certain Credit Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), dated June 22, 1999, among Pledgor, the financial institutions party thereto and defined therein as the "**Banks**" (the "**Banks**"), and the Agent, the Banks agreed to extend credit to Pledgor; and

WHEREAS, to induce Banks to continue to make Loans to Pledgor under the Credit Agreement, as provided therein, Pledgor (among others) has executed and delivered in favor of the Agent a Master Security Agreement, dated as of January 20, 2000 (the "**Master Security Agreement**") pursuant to which Pledgor has granted security interests to Agent, for the benefit of itself and all Banks, in all, or substantially all, of its assets; and

WHEREAS, as a condition precedent to any continued extension of credit to Pledgor under the Credit Agreement, Pledgor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below), to secure repayment of the Secured Obligations pursuant to, and as defined under, the Master Security Agreement; and

WHEREAS, Pledgor has duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to continue to make Loans to Pledgor pursuant to the Credit Agreement, Pledgor agrees with Lender as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or, as applicable, the Master Security Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Agent, for the benefit of itself and all Banks, a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "**Trademark Collateral**"), whether now existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A (“Trademarks”) of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B (“Trademark Licenses”) of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration, trademark license or trade name referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

3. **Secured Obligations.** This Agreement and the security interest granted hereunder to the Agent is given as security for all Secured Obligations.

4. **Master Security Agreement.** This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Agent under the Master Security Agreement and the other Loan Documents. The Credit Agreement and the other Loan Documents, including the Master Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their respective terms, notwithstanding the execution and delivery of this Agreement.

5. **Release of Security Interest.** At such time as the Secured Obligations have been paid in full and the Credit Agreement has been terminated, the Agent shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

6. **Acknowledgment.** Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. **Collateral Document, Etc.** This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

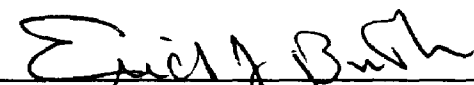
8. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

**IN WITNESS WHEREOF**, Pledgor has caused this Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

**Pledgor:**

**AVADO BRANDS, INC.**

By:   
Name: Erich J. Booth  
Title: Chief Financial Officer

STATE OF GEORGIA

COUNTY OF MORGAN

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 17<sup>th</sup> day of January, 2000, personally appeared Erich J. Booth, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the CEO of Avado Brands, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Muschle J. Clark

My commission expires: \_\_\_\_\_

Commission Expires Feb. 20, 2000

Notarized: 1/17/00

[NOTARIAL SEAL]

Attachment 1

Item A. Trademarks:

U.S. TRADEMARKS

<u>Name</u>	<u>Registration Number</u>	<u>Application Number (only if pending)</u>
Alligator Ale		75/616275
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Chili Macho	2256185	
Clearwater Light	2097427	
Crabcake Lounge		75/738763
Desert Fire	2240623	
Don Pablo's		74/705944
Don Pablo's	1530232	
Golden Hammer	2216488	
Hammerhead Red	2139980	
Hop E. Hare (stylized)	2031203	
Hops Grill & Bar Microbrewery (and design)	1942248	
Hops!	1712533	
Jake's	1328806	
Jake's		75/625487
Jake's	1306235	
Jake's	1610827	
Lightning Bold Gold	2091183	
M&S Grill	2272893	
Mama's Skinny	2167188	
McCormick & Schmick's	1520274	
McCormick & Schmick's Harborside	2038613	
McCormick's	1536934	
Pizzazzuro		75/568304
Prairie Fire	2147501	
San Marzzano		75/568367
Spenger's Fish Grotto (and design)		74/416890
Spenger's Fish Grotto Since 1890 (stylized)	1818268	
The Real Enchilada	1863776	



34

<u>Name</u>	<u>Registration Number</u>	<u>Application Number</u> <u>(only if pending)</u>
The Real Enchilada	1864093	
The Real Margarita		75/452406
The Shortest Distance Between Vision and Reality	2286666	
Wait'll You See What's Brewing on the Grill	2112467	

**STATE TRADEMARKS**

<u>Name/State</u>	<u>Number</u>	<u>Application Number</u> <u>(only if pending)</u>
HOPS (NC)	T14893	
Don Pablo's (and design) (TX)	48792	
Le Plaza De Julio (and design) (TX)	48793	

**INTERNATIONAL TRADEMARKS**

<u>Name (Jurisdiction)</u>	<u>Number</u>	<u>Application Number</u> <u>(only if pending)</u>
Canyon Cafe (EC)	728063	
Hops! (EC)		728097
McCormick & Schmick's (EC)		728303
The Real Enchilada (Canada)	853481	

**Item B. Trademark Licenses.**

Royal Street Corporation. Service Mark License Agreement, dated as February 14, 1995, with Super Hops!, Inc., a corporation affiliated with Royal Street Corporation, for the use of the trademarks *Hops!* and *Hops! Bistro and Brewery* in connection with restaurants in Arizona and in the counties of San Diego and Imperial in California.