FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
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TM05/REV03

09-21-2000

101465153

:ET .Y

Docket No.:

Tab settings

To the Honorable Commissioner of Pa... Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

SMG, Inc.
2890 Chancellor Drive, Suite 210
Crestview Hills, Kentucky 41017

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **Delaware**
- ☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

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

Name: **Bank of America, N.A.**

Internal Address: **Independence Center, 15th Floor,** NC-001-15-04

Street Address: **101 North Tryon Street**

City: **Charlotte** State: **NC** ZIP: **28255**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other **Collateral Agent**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

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

Execution Date: **August 29, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Schedule B
(Attachment of U.S. Reg. Nos.)

712592

Additional numbers ☐ Yes ☒ No

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

Name: **Pamela C. Gavin, Esquire**

Internal Address: **McGuireWoods LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond** State: **VA** ZIP: **23219-4030**

6. Total number of applications and registrations involved 13

7. Total fee (37 CFR 3.41):.....$ **$340.00**

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

09/20/2000 MTHAI1 00000232 712592
01 FC:481 40.00 OP
02 FC:482 300.00 OP

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.

Pamela C. Gavin — Name of Person Signing

Signature

September 5, 2000 — Date

Total number of pages including cover sheet, attachments, and 5

TRADEMARK

TRADEMARKS

Registration No.	Country	Issue Date	Mark
712,592	U.S.	3/14/61	**SCOTT PETERSEN (DESIGN)**
1,220,195	U.S.	12/14/82	**SCOTT PETERSEN**
263,159	S. KOREA	5/17/93	**SCOTT PETERSEN and design**
1,729,636	U.S.	11/3/92	**SCOTT PETERSEN and design**
1,731,389	U.S.	11/10/92	**SCOTT PETERSEN**
263,156	S. KOREA	5/17/93	**MOSEY'S and design**
1,575,309	U.S.	1/2/90	**MOSEY'S**
1,576,618	U.S.	1/9/90	**MOSEY'S and design**
980,454	U.S.	3/12/74	**KNEIP and design**
263,155	S. KOREA	5/17/93	**LIGURIA and design**
1,690,370	U.S.	6/2/92	**LIGURIA and design**
1,690,371	U.S.	6/2/92	**LIGURIA (DESIGN)**
1,670,852	U.S.	12/31/91	**LIGURIA**
342,328	U.S.	1/12/37	**AQUILO D'ORO**
2,176,906	U.S.	7/28/98	**TIME FOR DINNER**
2,355,386	U.S.	6/6/00	**READY-PREP-GO!**

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
None.			

TRADEMARK LICENSES

Grantor	Grantee	Country	Dated	Mark
Nathan's Famous Systems, Inc.	SMG, Inc.	U.S.	2/28/94, as amended	Nathan's and other marks listed therein, if any

\\CLT\CREDIT\deals\bofa\SMG Holdings\Executed Versions\Patent and Trademark Assignment- SMG, Inc..doc

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SMG, Inc., a Delaware corporation (the "Assignor"), having its chief executive office at 2890 Chancellor Drive, Suite 210, Crestview Hills, Kentucky, 41017, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), with offices at Independence Center, 15th Floor, NC-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of August 29, 2000 as amended, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 29 day of August, 2000.

SMG, Inc., as Assignor

By: Ronald D. Wray
Name: Ronald D. Wray
Title: Vice President

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: _____
Name: Thomas A. Cockey
Title: Principal

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29th day of August, 2000 by Ronald D. Wray as Vice President of SMG, Inc., a Delaware corporation, on behalf of SMG, Inc.

My commission expires: 2-5-2002

Notarial Seal

"OFFICIAL SEAL"
JACQUELYN P. CURRY
Notary Public, State of Illinois
My Commission Expires Feb. 5, 2002

Jacquelyn P. Curry
Notary Public

SCHEDULE A
To
Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
None					

PATENT LICENSES

Licensor	Licensee	Patent Number(s)	Date
None			