

11-08-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rept Dt. #57

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

Merger Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Red Robin International, Inc.

Execution Date
Month Day Year

09 06 2000

Formerly _____

1212785

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Nevada

Receiving Party

Mark if additional names of receiving parties attached

Name FINOVA Capital Corporation, as agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4800 North Scottsdale Road

Address (line 2) _____

Address (line 3) Scottsdale
City

Arizona
State/Country

85251-7623
Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

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.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information 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

TRADEMARK
REEL: 002170 FRAME: 0207

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)

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: #

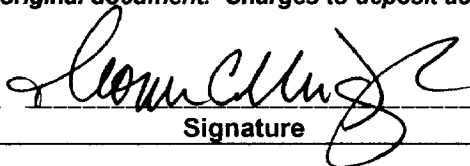
Authorization to charge additional fees: Yes No

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. McDonough

Name of Person Signing



Signature

9/27/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional 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)
City State/Country Zip Code

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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<input type="text" value="1,293,401"/>	<input type="text" value="1,300,994"/>	<input type="text" value="1,978,671"/>
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 6, 2000 (this "**Agreement**"), is between **RED ROBIN INTERNATIONAL, INC.**, a Nevada corporation ("**Debtor**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("**Secured Party**"), in its capacity as agent for the financial institutions from time to time parties to the Loan Agreement (as defined below).

Preliminary Statement:

A. Debtor, Red Robin Distributing Company, Inc., a Maryland corporation ("**RR Distributing Sub**"), Red Robin of Baltimore County, Inc., a Maryland corporation ("**RR Baltimore Sub**"), Red Robin Holding Co., Inc., a Nevada corporation ("**RR Holding Sub**"), Red Robin of Anne Arundel County, Inc., a Maryland Corporation ("**RR Anne Arundel Sub**") (Red Robin, RR Distributing Sub, RR Baltimore Sub, RR Holding Sub sometimes and RR Anne Arundel Sub hereinafter are referred to individually as a "**Borrower**" and collectively as "**Borrowers**"), the financial institutions parties to the Loan Agreement, as Lenders thereunder, and Secured Party, as agent for such financial institutions, have entered into a Loan Agreement of even date herewith (such Loan Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant and subject to the terms and conditions of which Lenders have agreed to make loans and other financial accommodations to Debtors.

B. Borrowers have executed and delivered to Lenders a Security Agreement of even date herewith (such Security Agreement, as the same may be amended, modified, supplemented or restated from time to time hereinafter is referred to as the "**Security Agreement**")

C. One of the conditions precedent to Lenders' obligations under the Loan Agreement is that each Debtor shall have executed and delivered this Agreement to secure the payment and performance of Borrowers' Obligations.

NOW, THEREFORE, in order to induce Lenders to enter into the Loan Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrowers' Obligations, Debtor does hereby mortgage, pledge and collaterally assign to Secured Party, and grant to Secured Party, for the benefit of the Lenders, a continuing security interest in, all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in Item A of **Exhibit A** hereto and all printed or electronic matter on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office except those applications presently filed on the basis of an intention to use the trademark or servicemark, which application shall not be assigned to Secured Party unless and until a Statement of Use is filed.

but shall be subject to a security interest of Secured Party until such time, or in any office or agency of the United States of America or any State thereof or any foreign country;

(ii) each Trademark license referred to in Item B of **Exhibit A** hereto;

(iii) all divisions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including the Trademarks or any Trademark registration or Trademark license referred to in **Exhibit A** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and the other Loan Instruments. The Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment and performance in full of all of Borrowers' Obligations then owing and the termination of the Commitments, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

5. **Acknowledgment.** Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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


7. **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.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RED ROBIN INTERNATIONAL, INC., a Nevada corporation

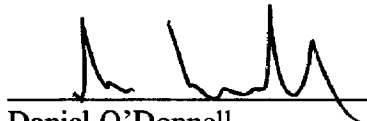
By:



James P. McCloskey
Chief Financial Officer

FINOVA CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:



Daniel O'Donnell
Vice President

EXHIBIT A
to
Trademark Security Agreement

See attached.

I. ITEM A: TRADEMARKS

**Federal Trademarks in the Name of
Red Robin International, Inc.
a Nevada Corporation**

Mark	Owner Address	Class(es)	Serial No./ Reg. No.	Filing Date/ Issue Date
AMERICA'S GOURMET BURGER MAKER	California	42	1,212,785	10/12/82
AMERICA'S GOURMET BURGERS & SPIRITS	Colorado	42	75/592,045	11/19/98
BIRD LOGO	California	42	1,317,325	1/29/85
BIRD LOGO	California	42	1,295,187	9/11/84
BIRD LOGO	California	42	1,173,734	10/13/81
BIRD LOGO	California	25	1,256,180	11/1/83
BIRD LOGO	California	42	1,234,988	4/12/83
BIRD LOGO	California	41	1,315,050	1/15/85
BOOZIE SMOOTHIE	Colorado	33	1,672,010	1/14/92
BURGER AND SPIRITS EMPORIUM	California	43	1,158,503	6/23/81
CARNIVAL OF BURGERS	Colorado	42	76/013,316	3/30/00
COOKIE MAGIC	California	33	1,429,474	2/17/87
DR. SHOTS	California	42	1,339,748	6/4/85
GOOD TIMES SERVED EVERYDAY	California	42	1,787,212	8/10/93
GOURMET BURGER GUARANTEE	Colorado	42	75/943,299	3/13/00
HOME OF THE SMILING BURGER	Colorado	42	2,326,101	3/7/00
MAD MIXOLOGY	Colorado	42	75/757,864	7/22/99
MASTER MIXOLOGIST	California	42	1,429,595	2/17/87

Mark	Owner Address	Class(es)	Serial No./ Reg. No.	Filing Date/ Issue Date
NEON FREEZE	California	33	2,145,143	3/17/98
PREFERRED BIRD	California	42	1,820,839	2/8/94
RED ROBIN	California	42	1,133,872	4/22/80
RED ROBIN BURGER & SPIRIT EMPORIUMS AMERICA'S GOURMET BURGER MAKER & MASTER MIXOLOGIST AND DESIGN	California	42	1,299,115	10/2/84
RED ROBIN	Colorado	42	75/592,043	11/19/98
RED ROBIN BURGER & SPIRIT EMPORIUMS AMERICA'S GOURMET BURGER MAKER & MASTER MIXOLOGIST AND DESIGN	California	42	1,293,401	9/4/84
RED ROBIN BURGER & SPIRIT EMPORIUMS AMERICA'S GOURMET BURGER MAKER & MASTER MIXOLOGIST AND DESIGN	California	42	1,300,994	10/16/84
RED ROBIN GRILL AND SPIRITS EMPORIUMS	California	42	1,978,671	6/4/96
RED ROBIN	California	30	1,369,353	11/5/85
SLIMMER PICKINS	California	42	1,339,747	6/4/85
WHISKEY RIVER	California	29	1,430,433	2/24/87
THE WORLD'S GREATEST GOURMET BURGER MAKER AND MOST MASTERFUL MIXOLOGISTS	California	42	1,414,544	10/21/86

**State Trademark Registration of California
in the name of Red Robin International, Inc.
Registrant Address in Irvine, California**

Mark	Reg. No.	Reg. Date
THE ROBIN	041,901	4/26/93

**State Registrations of New Mexico
in the Name of Red Robin Enterprises, Inc.
Registrant Address in Seattle, Washington**

Mark	Reg. No.	Reg. Date
RED ROBIN INTERNATIONAL	17238	06/01/83
RED ROBIN BURGER AND SPIRITS EMPORIUM	17237	06/01/83
RED ROBIN ENTERPRISES	17236	06/01/83

**Foreign Trademark Registrations
in the Name of Red Robin International, Inc
Applicant/Registrant Address in Englewood, Colorado**

Mark	Country	Reg. No./Appln. No.	Filing Date/ Issue Date
AMERICA'S GOURMET BURGERS & SPIRITS	Canada	102026700	6/23/99
BIRD LOGO	Canada	TMA 271699	8/13/82
BURGER AND SPIRITS EMPORIUM	Canada	TMA 293807	8/10/84
CANADA'S GOURMET BURGER MAKER	Canada	TMA 327936	5/22/87
CARNIVAL OF BURGERS	Canada	105586600	4/17/00
MAD MIXOLOGY	Canada	103079600	9/29/99
MOST MASTERFUL MIXOLOGISTS	Canada	TMA 345483	9/30/88
NORTH AMERICA'S GOURMET BURGER MAKERS	Canada	TMA 316823	8/1/86
RED ROBIN	Canada	TMA 308715	11/29/85
RED ROBIN	Canada	TMA 257532	4/10/81
RED ROBIN AND DESIGN	Canada	102026800	6/23/99
WORLD'S GREATEST GOURMET BURGER MAKER	Canada	TMA 327935	5/22/87

**Foreign Trademark Registrations
in the Name of Red Robin International, Inc
Registrant Address in Irvine, California**

Mark	Country	Reg. No./Appln. No.	Filing Date/ Issue Date
ROCKET ROBIN	Canada	TMA 400222	7/17/92
RED ROBIN	Mexico	407281	3/6/92
RED ROBIN	Taiwan	60479	1/1/93

**Foreign Trademark Registrations
in the Name of Red Robin International, Inc
Registrant Address in Washington**

Mark	Country	Reg. No./Appln. No.	Filing Date/ Issue Date
RED ROBIN	Japan	2486853	12/25/92
RED ROBIN	United Kingdom	1283253	10/1/86
BURGER & SPIRITS EMPORIUM & DESIGN	United Kingdom	B1283249	10/1/86

II. ITEM B: LICENSES

Red Robin has a license to use the mark "Big Red's" pursuant to a license agreement with H. R. Nored, Inc., dated July 20, 1998. H.R. Nored, Inc. operates a single restaurant in Portland, Oregon and is not affiliated with Red Robin in any way.