

01-10-2001

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



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

101578046

MS

10.20.01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of adomestic representative should be attached. (Designation must be a separate document from Assignment.)

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: 002209 FRAME: 0746

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.)

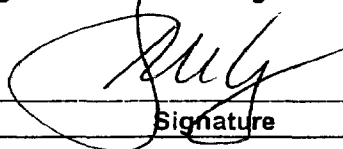
Deposit Account Number: #

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.

DAVID M. LEDY
Laurie A. Hawkes, Member
Name of Person Signing


Signature

12/15/08
Date Signed

Pubs Property, LLC

**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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of ado mestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

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Registration Number(s)

2112467	<input type="text"/>	<input type="text"/>
98366	<input type="text"/>	<input type="text"/>
California	<input type="text"/>	<input type="text"/>
T-14893	<input type="text"/>	<input type="text"/>
North Carolina	<input type="text"/>	<input type="text"/>
728097	<input type="text"/>	<input type="text"/>
European Union	<input type="text"/>	<input type="text"/>
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CONSENT AND SUBORDINATION OF LIEN

October 16, 2000

Avado Brands, Inc.
Hancock at Washington
Madison, Georgia
Attn: Chief Financial Officers

Ladies and Gentlemen:

I refer to the Credit Agreement, dated as of June 22, 1999, among you, as "Borrower" therein, the financial institutions identified as "Banks" therein, and ourselves as a "Bank" and as "Administrative Agent" on behalf of all "Banks" (as amended or modified to date, herein called the "Credit Agreement"). Capitalized terms used hereinbelow, but not expressly defined herein, shall have the meanings given to such terms in the Credit Agreement.

As security for your payment of the Notes and certain other Debts of yours and your Subsidiaries to the Banks and ourselves, you have granted to us, and caused all your Subsidiaries to grant to us, as agent for the Banks and ourselves, Liens on all or substantially all of your and their assets and properties, including intellectual property rights (collectively, the "Collateral"), pursuant to one or more existing security instruments, including a certain Trademark Security Agreement, dated as of January 31, 2000, executed by you in our favor (collectively, the "Security Instruments"). Pursuant to the Security Instruments, subject to certain exceptions not applicable here, you and your Subsidiaries are prohibited from disposing of any right, title or interest of yours or theirs in any Collateral without the prior written consent of ourselves as Administrative Agent and, in certain instances, the Banks.

In that regard, you have presented us this date with a License Agreement, dated of even date herewith (the "License Agreement"), among yourselves and your subsidiary, Hops Grill & Bar, Inc. ("Hops"), as licensors, and Pubs Property, LLC, a Delaware limited liability company ("PUBS"), as licensee, pursuant to which Hops and you have granted to PUBS and its successors and assigns, including any sublicensees, certain irrevocable "Licenses" (as that term is defined therein; and herein called the "Licenses"). A true, correct and complete copy of the License Agreement, as executed by PUBS, Hops and you, is attached hereto as Exhibit "A" and by reference made an integral part hereof.

Because the License Agreement concerns the disposition of an interest of Hops and yours in the assets and properties which are the subject of the Licenses, as more particularly described therein (herein, the "Licensed Properties"), consistent with the terms of the Security Instruments, you have requested a consent to the Licenses. Further, at the request of PUBS, on its behalf, you have requested a subordination of the Liens granted in the Licensed Properties to the rights of PUBS as licensee under the License Agreement.

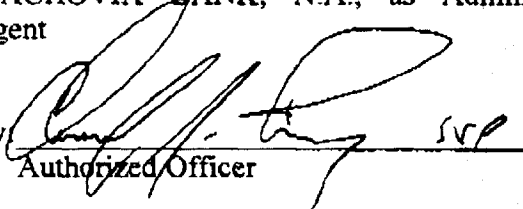
We have discussed your proposals with the other Banks and they (and we) are agreeable thereto. Accordingly, please be advised that effective today, with the prior consent of the Banks to do so, we, as Administrative Agent, on behalf of the Banks, unconditionally and irrevocably: (i) consent to the execution and grant by Hops and you of the License Agreement and Hops' and your grant of the Licenses pursuant thereto; (ii) subordinate any Liens granted in our favor for the benefit of the Banks in the Licensed Properties to the rights and interests therein created for the benefit of PUBS and its successors and assigns pursuant to the License Agreement; (iii) agree that any foreclosure by ourselves of the Lien (or the execution of an instrument in lieu of foreclosure) shall not extinguish the License and the rights and interests granted to PUBS and its successors and assigns pursuant to the License Agreement in the Licensed Property; (iv) agree that the holders of the Liens on the Collateral shall not disturb PUBS rights under the License Agreement notwithstanding the occurrence of any default under any of the Security Instruments or the exercise of rights and remedies under the Security Instruments; (v) agree that if we and/or the Banks succeed to your rights with respect to the Marks (as defined in the License Agreement), we and/or the Banks will be bound by the terms and conditions of the License Agreement; and (v) further agree to execute such documents and take such actions as PUBS may reasonably request hereafter to evidence the subordination described in the preceding sentence, including, without limitation, executing and filing and/or recording such UCC financing statements as PUBS may reasonably request to evidence such subordination of Lien.

We represent and warrant to you and PUBS that we have the authority to execute and deliver this Agreement on behalf of ourselves and the Banks.

We recognize, understand and agree that PUBS may rely on the foregoing in entering into the License Agreement with Hops and you; that PUBS and its successors and assigns shall be express third party beneficiaries hereof; and that the terms hereof cannot be altered, modified or waived in any way unless and except to the extent that PUBS (or, as appropriate, its successors and assigns) consents in writing thereto. This letter shall be binding on our successors and assigns.

Sincerely yours,

WACHOVIA BANK, N.A., as Administrative Agent

By 
Authorized Officer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of October 17, 2000 by and among PUBS PROPERTY, LLC, a Delaware limited liability company ("Lessor"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, AVADO BRANDS, INC., a Georgia corporation ("Guarantor"), whose address is Hancock at Washington, Madison, Georgia 30650, and HOPS GRILL & BAR, INC., a Florida corporation ("Lessee"), whose address is 2701 North Rocky Point Drive, Suite 300, Tampa, Florida 33607 (Guarantor and Lessee are referred to collectively as the "Lessee Entities").

PRELIMINARY STATEMENT

Lessor and Lessee entered into that certain Master Lease dated as of the date of this Agreement (the "Master Lease") with respect to the restaurant properties described by address on the attached Exhibit A (the "Properties"). To secure Lessee's obligations to Lessor under the Master Lease, and in consideration for Lessor entering into the Master Lease and this Agreement, Lessee has agreed to grant Lessor the licenses as set forth in this Agreement.

Guarantor has entered into that certain Unconditional Guaranty of Payment and Performance dated as of the date of this Agreement (the "Guaranty") with respect to the Properties. To secure Guarantor's obligations to Lessor under the Guaranty, and in consideration for Lessor entering into the Master Lease and this Agreement, Guarantor has agreed to grant Lessor the licenses as set forth in this Agreement.

Each of the Properties currently is operated one of the Lessee Entities as a "Hops Restaurant Bar & Brewery" restaurant, a restaurant that has, as a distinguishing feature, its operation under the service mark "Hops" and its utilization of the other trademarks and service marks listed on Exhibit B (each a "Mark" and, collectively, the "Marks").

Initially capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Master Lease.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. **License.** For the purpose of enabling Lessor to exercise its rights and remedies under Section 23 of the Master Lease, upon the occurrence and during the continuance of an Event of Default, the Lessee Entities grant to Lessor and its successors and assigns, including any sublicensees, an irrevocable license (exercisable without payment of any license fee, royalty or other compensation to Lessee) to the following:

(i) to use, license and sublicense the use of the Marks related to the operation of Permitted Facilities at the Properties;

(ii) to use, license and sublicense the use of any trade names, trademarks, service marks and other commercial symbols and applications related to the operation of Permitted Facilities at the Properties, including, without limitation, the use of all distinctive physical and structural features associated with the trade dress of Hops Restaurant Bar & Brewery units and any other restaurant concept developed and used by the Lessee Entities at the Properties during the Lease Term (collectively, the "Licensed Concepts"). Lessor agrees to use commercially reasonable efforts to operate the Properties with a standard of quality comparable to that under which the Properties were operated upon initiation of the license, and further that such operation shall be consistent with the Hops concept then in place; and

(iii) a non-exclusive license to use, in connection with the operation of Licensed Concepts at the Properties, the plans, specifications, business formats, construction plans, inspection and consultation programs, signs, flags, equipment layouts, methods, specifications standards, recipes, confidential information, trade secrets, operating procedures, training programs and materials, guidance policy statements and related materials, designs, advertising, publicity and marketing programs, distinctive décor, color schemes on all walls, counters, fixtures and furnishing, exterior treatments, the overall look and feel, and all other materials developed and used by the Lessee Entities to distinguish their properties as Licensed Concepts.

Each of the foregoing grants is referred to herein individually as a "License" and, collectively, as the "Licenses."

2. ***Exercise of Licenses; Assignment and Sublicensing.*** The Licenses may be exercised by Lessor and its successors and assigns, including any sublicensees of Lessor with respect to the Licenses, upon the occurrence and during the continuance of an Event of Default and subsequent to Lessor's commencement of the enforcement of its remedies pursuant to Section 23.B of the Master Lease. The Licenses shall expire upon the earlier of (a) the satisfaction of all of the Lessor's obligations to Lender under the Loan Documents or (b) 30 years after the date hereof (the "Licensed Term"). Lessor and its successors and assigns, including any sublicensees of the Licenses, shall not be obligated to pay any royalties to Lessor in connection with the exercise of the Licenses. In addition to the collateral assignment contemplated by Section 16 of this Agreement, Lessor shall have the right to assign and/or sublicense the Licenses in whole or in part to any Person operating any of the Properties.

3. ***Representations and Warranties of the Lessee Entities.*** The representations and warranties of the Lessee Entities contained in this Section are being made to induce Lessor to enter into this Agreement and Lessor has relied, and will continue to rely, upon such representations and warranties. Each of the Lessee Entities represents and warrants to Lessor as of the date of this Agreement as follows:

A. *Organization, Authority and Status of the Lessee Entities* . Each of the Lessee Entities has been duly organized, is validly existing and in good standing under the laws of its state of incorporation and is qualified to do business in any jurisdiction where any of the Properties are located. All necessary corporate action has been taken to authorize the execution, delivery and performance by each of the Lessee Entities of this Agreement. The Person who has executed this Agreement on behalf of each of the Lessee Entities is duly authorized to do so.

B. *Enforceability*. This Agreement constitutes the legal, valid and binding obligation of the Lessee Entities, enforceable against the Lessee Entities in accordance with its terms, subject to general equity principles and to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect affecting the enforcement of creditors' rights generally.

C. *Absence of Breaches or Defaults*. The authorization, execution, delivery and performance of this Agreement will not result in any breach of or default under any document, instrument or agreement to which either of the Lessee Entities is a party or by which the Lessee Entities, any of the Properties, or any of the Lessee Entities' property is subject or bound. The authorization, execution, delivery and performance of this Agreement will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order, which could reasonably be expected to result in a Material Adverse Effect.

D. *Licenses*. Guarantor is the owner of the property rights described in the Licenses (the "Property Rights") and has the exclusive right and authority to grant the Licenses to Lessor. If the Guarantor fails to renew any Mark at least 120 days prior to its expiration date, the Lessor shall have the right and the Lessee Entities hereby grant and appoint Lessor or Lender as the assignee of Lessor its true and lawful attorney-in-fact (which grant shall be deemed to be irrevocable and coupled with an interest) during the Licensed Term, to renew any Mark for the benefit of Guarantor. Neither of the Lessee Entities has assigned, conveyed, pledged or otherwise granted any rights in and to the Property Rights, other than the Licenses and except as set forth on the attached Schedule I. The exercise by Lessor and/or its successors and assigns, including any sublicensees, of the Licenses and the Property Rights will not violate or infringe any property right of any third party.

4. *Notices*. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile during regular business hours of recipient or, if not, on the next Business Day, (c) the next Business Day, if delivered by express overnight delivery service, or (d) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Guarantor: Avado Brands, Inc.
Hancock at Washington
Madison, GA 30650
Attention: Erich J. Booth
Telephone: (706) 342-4552
Telecopy: (706) 342-4057

With a copy to: Love, Thornton, Arnold & Thomason, P.A.
Post Office Box 10045
410 East Washington Street (29601)
Greenville, SC 29603
Attention: Jennings L. Graves, Esq.
Telephone: (864) 242-6360
Telecopy: (864) 271-7972

If to Lessee: Hops Grill & Bar, Inc.
2701 North Rocky Point Drive
Suite 300
Tampa, FL 33607
Attention: Zack Kollias
Telephone: (813) 282-9350
Telecopy: (813) 282-9451

With a copy to: Love, Thornton, Arnold & Thomason, P.A.
Post Office Box 10045
410 East Washington Street (29601)
Greenville, SC 29603
Attention: Jennings L. Graves, Esq.
Telephone: (864) 242-6360
Telecopy: (864) 271-7972

If to Lessor: Pubs Property, LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019
Attention: Mr. David M. Ledy
Telephone: (212) 581-4540
Telecopy: (212) 581-4950

With a copy to: Proskauer Rose LLP
 1585 Broadway
 New York, NY 10036
 Attention: Kenneth S. Hilton, Esq.
 Telephone: (212) 969-3000
 Telecopy: (212) 969-2900

or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. No such notices, consents, approvals or other communications shall be valid unless FFCA Acquisition Corporation, a Delaware corporation ("Lender"), receives a duplicate original thereof at the following address:

Dennis L. Ruben, Esq.
Executive Vice President, General Counsel and Secretary
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255
Telephone: (480) 585-4500
Telecopy: (480) 585-2226

or to such other address or such other person as Lender may from time to time specify to Lessor and the Lessee Entities in a notice delivered in the manner provided above.

5. ***Time Is of the Essence.*** Time is of the essence with respect to each and every provision of this Agreement in which time is a factor.

6. ***Waiver and Amendment.*** No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

7. ***Successors Bound.*** Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the respective heirs, successors, executors, administrators, sublicensees and assigns of each of the parties hereto. Lessor shall have the right to assign and/or sublicense the Licenses, in whole or in part, to any Person operating the Properties.

8. ***Captions; Section References.*** Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. References to a particular Section herein shall mean such Section of this Agreement unless specific reference is also made to another instrument or agreement.

9. ***Severability.*** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable by any court of competent jurisdiction, the

remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

10. **Other Documents and Actions.** Each of the parties agrees to sign such other and further documents and to take such other actions as may be reasonably necessary or appropriate to carry out the intentions expressed in this Agreement.

11. **Attorneys' Fees.** In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand, be entitled to all reasonable attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced. References in this Agreement to the attorneys' fees and/or costs of a party shall mean both the fees and costs of independent counsel retained by a party with respect to the matter and the fees and costs of a party's in-house counsel incurred in connection with the matter.

12. **Entire Agreement.** This Agreement and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof.

13. **Forum Selection; Jurisdiction; Venue; Choice of Law.** The Lessee Entities acknowledge that this Agreement was substantially negotiated in the State of Arizona, this Agreement was executed and delivered in the State of Arizona, and there are substantial contacts between the parties and the transactions contemplated herein and the State of Arizona. For purposes of all actions or proceedings arising out of this Agreement, the parties hereto expressly submit to the non-exclusive jurisdiction of all federal and state courts located in the State of Arizona. Each of the Lessee Entities and Lessor consent that they may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, each of the Lessee Entities and Lessor waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. This Agreement shall be governed by the internal laws of the State of Arizona, without regard to its principles of conflicts of law. Nothing contained in this Section 13 shall limit or restrict the right of Lessor or the Lessee Entities to commence any proceeding in the federal or state courts located in the states in which any of the Properties are located to the extent Lessor or the Lessee Entities deems such proceeding necessary or advisable to exercise remedies available under this Agreement.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

15. **Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.** EACH OF LESSOR AND THE LESSEE ENTITIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A

TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY IT AGAINST THE OTHER PARTY OR SUCH OTHER PARTY'S SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF LESSOR AND THE LESSEE ENTITIES, THE LESSEE ENTITIES' USE OR OCCUPANCY OF ANY OF THE PROPERTIES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY EACH OF THE PARTIES HERETO OF ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, EACH OF THE LESSEE ENTITIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM LESSOR AND ANY OF LESSOR'S AFFILIATES, OFFICERS, DIRECTORS, MEMBERS OR EMPLOYEES OR ANY OF ITS SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE LESSEE ENTITIES AGAINST LESSOR OR ANY OF LESSOR'S AFFILIATES, OFFICERS, DIRECTORS, MEMBERS OR EMPLOYEES OR ANY OF ITS RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY EACH OF THE LESSEE ENTITIES OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

16. *Collateral Assignment to Lender.* The Lessee Entities acknowledge and agree that (i) Lessor intends to collaterally assign all of its right, title and interest under the Master Lease and this Agreement to Lender pursuant to the Loan Documents and (ii) upon the exercise of Lender's remedies set forth in such Loan Documents, all of the rights, powers and privileges of Lessor shall be deemed the rights, powers and privileges of Lender and Lender shall be entitled to exercise all of the rights and remedies of "Lessor" under this Agreement, the Master Lease and the Loan Documents. Each of the Lessee Entities hereby consents to, and no further consent by any of the Lessee Entities shall be required for, any further assignment of rights of Lessor hereunder or in connection with any transfer by Lender. Notwithstanding any provision herein to the contrary, this Agreement shall not be deemed to create any obligation of or liability for Lender. The Lessee Entities intend that Lender shall be an intended third party beneficiary of this Agreement but without any corresponding responsibility, liability or obligation to any of the Lessee Entities.

17. *Lessor's Liability.* Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by Lessor, that (i) there shall be absolutely no personal liability on the part of Lessor, its successors or assigns and the trustees, members, partners, shareholders, officers, directors, employees and agents of Lessor and its successors or assigns, to the Lessee Entities with respect to any of the terms, covenants and conditions of this Agreement, (ii) the Lessee Entities waive all claims, demands and causes of action against the

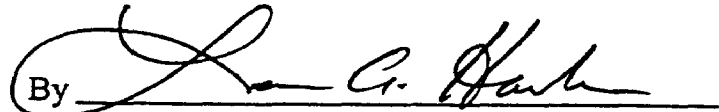
trustees, members, partners, shareholders, officers, directors, employees and agents of Lessor and its successors or assigns in the event of any breach by Lessor of any of the terms, covenants and conditions of this Agreement to be performed by Lessor, and (iii) the Lessee Entities shall look solely to the Properties for the satisfaction of each and every remedy of the Lessee Entities in the event of any breach by Lessor of any of the terms, covenants and conditions of this Agreement to be performed by Lessor, or any other matter in connection with this Agreement or the Properties, such exculpation of liability to be absolute and without any exception whatsoever.

IN WITNESS WHEREOF, Lessor and each of the Lessee Entities have entered into this Agreement as of the date first above written.

LESSOR:

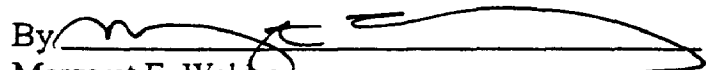
PUBS PROPERTY, LLC,
a Delaware limited liability company

By: Pubs Equity, LLC, a Delaware limited
liability company, member

By 
Laurie A. Hawkes
Member

GUARANTOR:

AVADO BRANDS, INC.,
a Georgia corporation

By 
Margaret E. Waldrep
Chief Administrative Officer

LESSEE:

HOPS GRILL & BAR, INC.,
a Florida corporation

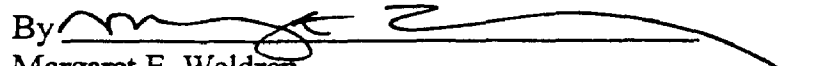
By 
Margaret E. Waldrep
Chief Administrative Officer

EXHIBIT A
PROPERTIES

FFCA No.	Unit No.	Address
8001-1816	9004	327 N. Dale Mabry Hwy., Tampa, FL 33609
8001-1841	9004	401 N. Dale Mabry Hwy., Tampa, FL 33609
8001-1817	9008	1241 E. Fowler Avenue, Tampa, FL 33612
8001-1818	9010	10042 US Highway 19, Pt. Richey, FL 34668
8001-1819	9011	848 Sand Lake Road, Orlando, FL 32809
8001-1820	9015	8305 Bay Pines Blvd., St. Petersburg, FL 33709
8001-1822	9022	8285 W. Sunrise Blvd., Plantation, FL 33322
8001-1823	9025	9807 South Blvd., Charlotte, NC 28273
8001-1824	9026	5195 Fernandina Road, Columbia, SC 29212
8001-1825	9028	945 Ernest W. Barrett Parkway NW, Kennesaw, GA 30144
8001-1826	9032	7711 Two Notch Road, Columbia, SC 29223
8001-1827	9034	11448 University Blvd., Orlando, FL 32817
8001-1828	9035	14045 E. Evans Avenue, Aurora, CO 80014
8001-1829	9037	11310 Causeway Blvd., Brandon, FL 33511
8001-1830	9039	1950 W. International Speedway Blvd., Daytona Beach, FL 32114
8001-1832	9048	7855 Elm Creek Blvd. North, Maple Grove, MN 55369
8001-1833	9049	7842 Rivers Avenue, N. Charleston, SC 29406
8001-1835	9063	9498 W. Broad Street, Richmond, VA 23294
8001-1896	21	1725 S. Federal Highway, Stuart, FL 34994
8001-1897	56	605 N. Orlando Avenue, Winter Park, FL 32789
8001-1898	67	9271 Park Meadows Drive, Lone Tree, CO 80124

05-65860.04
Contract Nos. 6552-6556,
6558-6566, 6568,
6569, 6571, 6840-6842

TRADEMARK
REEL: 002209 FRAME: 0760

EXHIBIT B

MARKS

Mark	Registration Date	Registration Number	Expiration Date
ALLIGATOR ALE	2/8/2000	2,316,427	2/8/2010
ALLIGATOR ALE and Design	2/8/2000	2,316,405	2/8/2010
CLEARWATER LIGHT	9/16/1997	2,097,427	9/16/2007
GOLDEN HAMMER	1/5/1999	2,216,488	1/5/2009
HAMMERHEAD RED	3/3/1998	2,139,980	3/3/2008
HOP E. HARE (Stylized)	1/14/1997	2,031,203	1/14/2007
HOPS (California)	11/29/1993	98,366	11/29/2003
HOPS (North Carolina)	10/3/1998	T-14893	10/3/2008
HOPS GRILL & BAR MICROBREWERY and Design	12/19/1995	1,942,248	12/19/2005
HOPS! (European Union)	4/17/2000	728,097	1/222/2008
HOPS!	9/1/1992	1,712,533	9/1/2002
LIGHTNING BOLD GOLD	8/26/1997	2,091,183	8/26/2007
WAIT'LL YOU SEE WHAT'S BREWING ON THE GRILL	11/11/1997	2,112,467	11/11/2007

SCHEDULE I

As stated in Paragraph 3.D of this Agreement, Guarantor has granted the following interests with respect to the Property Rights:

(1) there exists a Service Mark License Agreement dated as of February 14, 1995, between Hops Grill & Bar, Inc. and Super Hops!, Inc., which grants a service mark and trademark license to Super Hops!, Inc. for the State of Arizona and the counties of San Diego and Imperial in California.

(2) there exists a Trademark Security Agreement dated as of January 31, 2000, between Avado Brands, Inc., as Pledgor, and Wachovia Bank, N.A. ("Wachovia Bank"), in its capacity as agent for a group of entities identified collectively as "the Banks" pursuant to a Credit Agreement dated June 22, 1999, which grants to Wachovia Bank a security interest in all of the Pledgor's trademarks, trade names, company names, service marks, logos, trademark licenses, goodwill of the business connected with the use of the trademarks and trade names, and all products and proceeds of the trademarks and trade names.

05-65860.04
Contract Nos. 6552-6556,
6558-6566, 6568,
6569, 6571, 6840-6842

RECORDED: 12/26/2000

**TRADEMARK
REEL: 002209 FRAME: 0762**