

01-23-2001

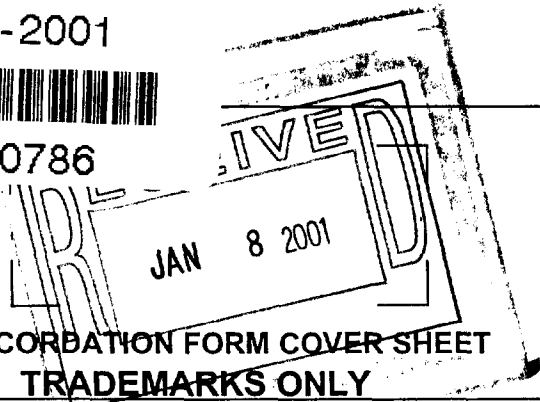


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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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

1-8-01



**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

Execution Date
Month Day Year

Name Carrolls Corporation

12 19 00

Formerly _____

76 06 02 17

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank

DBA/AKATA _____

Composed of _____

Address (line 1) 712 Main Street

Address (line 2) _____

Address (line 3) Houston Texas 77002

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Banking Corporation
- Citizenship/State of Incorporation/Organization New York

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.)

FOR OFFICE USE ONLY

01/22/2001 6TON11 00000040 76060217

01 FC:481
02 FC:482

40.00 DP
75.00 OP

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.

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

TRADEMARK
REEL: 002216 FRAME: 0747

Domestic Representative Name and Address

Enter for the first Receiving Party only.

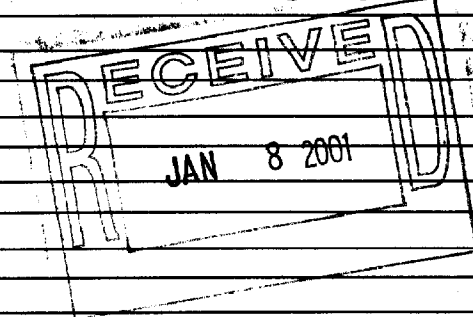
Name

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" value="76060217"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0980542"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75942943"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75925764"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Patricia Paquet

A handwritten signature in cursive script that reads "Patricia Paquet". The signature is written in black ink and is positioned above a horizontal line.

1/4/01

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 19, 2000 is by and between CARROLS CORPORATION (the "Debtor"), a Delaware corporation, and THE CHASE MANHATTAN BANK, as agent for the Lenders (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Debtor, Agent and certain financial institutions a party thereto from time to time have entered into that certain Loan Agreement dated concurrently herewith (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement dated concurrently herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, described in Schedule 1 attached hereto, and all prints and labels on which said trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including, without limitation, registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, and (y) all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the

foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.


2. Termination. Subject to the automatic reinstatement provisions set forth below, upon full satisfaction of the Debt (as defined in the Security Agreement), complete performance of all of the obligations of the Obligors under the Loan Documents and final termination of each Lender's obligations, if any, to make any further advances under any Note or to provide any other financial accommodations to any Obligor under the Loan Documents, all rights under this Agreement shall terminate and the Trademark Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Debtor such security interest shall be released by Agent in due form and at Debtor's cost. Debtor agrees that, if at any time all or any part of any payment previously applied by Agent or any Lender to the Debt is or must be returned by Agent or any Lender--or recovered from Agent or any Lender--for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Agent and Lenders against, and to save and hold Agent and Lenders harmless from any required return by Agent or any Lender--or recovery from Agent or any Lender--of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

3. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO NEW YORK'S PRINCIPLES OF CONFLICTS OF LAW) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

CARROLS CORPORATION,
as Debtor

By: _____


Joseph A. Zirkman,
Vice President

THE CHASE MANHATTAN BANK,
as Agent

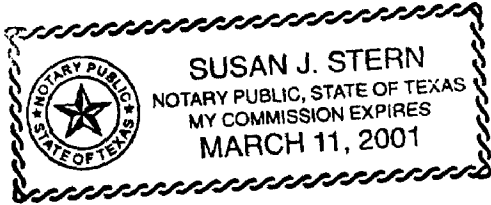
By: Kara Nordstrom
Name: KARA J. NORDSTROM
Title: VICE PRESIDENT

Attachment:

Schedule 1 - Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 19, 2000, by Joseph A. Zirkman, Vice President of CARROLS CORPORATION, a Delaware corporation, on behalf of said corporation.



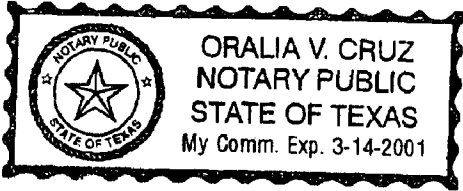
[SEAL]

Susan J. Stern
Notary Public in and for the
State of TEXAS
Printed Name: _____

My Commission Expires:

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 30, 2000, by KARA J. NORSTROM
VICE PRESIDENT of THE CHASE MANHATTAN BANK, a New York banking
corporation, on behalf of said banking corporation.



[SEAL]

Oralia V. Cruz
Notary Public in and for the
State of TEXAS
Printed Name: _____

My Commission Expires:

SCHEDULE I

CARROLS CORPORATION

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
THE TASTE THAT SPEAKS YOUR LANGUAGE	76/060,217 05/30/00		Restaurant services
TROPIGRILL	75/942,943 03/13/00		Restaurant services
PAELLA TROPICAL	75/925,764 02/22/00		Prepared meals consisting primarily of rice with seafood and meat
SQUARE W/HALF CIRCLE DESIGN	72/441,573 11/16/72	980,542 03/12/74	Restaurant services

HOUSTON:007002/03960:594179v1

RECORDED: 01/08/2001

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