

05-07-2001

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



101679715

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WILLIAM E. ESKEW and CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation

2. Name and address of receiving party(ies) Name: LOVE'S TRUST NUMBER ONE DATED JULY 1, 1997

3. Nature of conveyance: Security Agreement, Change of Name, Execution Date: March 30, 2001

Other TRUST, If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,065,043 1,675,243 1,741,871 936,246 1,658,603 1,668,884

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kenneth A. Linzer, Esq. Internal Address: 333 South Grand Avenue Suite 3970 Los Angeles, CA 90071

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41) \$ 165.00 Expedite Fee + \$ 120.00 Enclosed \$ 285.00

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. Kenneth A. Linzer, Esq. Name of Person Signing

8. Deposit account number: April 24, 2001 Date

DO NOT USE THIS SPACE

1055043 00000001 05/08/2001 1001 FC:461 02 FC:462 03 FC:464

2. CONTINUED

Name and address of receiving party(ies)

Name: WEST COAST RESTAURANT MANAGEMENT, LLC
Internal
Address: Suite 351
Street Address: 2934 1/2 Beverly Glen Circle
City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation – State
- Other: a California limited liability company

Name and address of receiving party(ies)

Name: CUSTOM FOOD CONCEPTS, INC.
Internal
Address: Suite 351
Street Address: 2934 1/2 Beverly Glen Circle
City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation – State California
- Other

Name and address of receiving party(ies)

Name: STUART A. BENSON
Internal
Address: Suite 351
Street Address: 2934 1/2 Beverly Glen Circle
City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship a United States Citizen
- Association
- General Partnership
- Limited Partnership
- Corporation – State
- Other

Name and address of receiving party(ies)

Name: MARIE HUGHES
Internal
Address: Suite 351
Street Address: 2934 1/2 Beverly Glen Circle
City: Los Angeles State: CA Zip: 90077

- Individual(s) citizenship a United States Citizen
- Association
- General Partnership
- Limited Partnership
- Corporation – State
- Other

**GRANT OF SECURITY INTEREST IN AND COLLATERAL ASSIGNMENT
OF PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN AND COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND LICENSES, dated as of March ~~30~~, 2001 ("Collateral Assignment") is entered into between LOVE'S TRUST NUMBER ONE DATED JULY 1, 1997, WEST COAST RESTAURANT MANAGEMENT GROUP, LLC, a California limited liability company, CUSTOM FOOD CONCEPTS, INC., a California corporation, STUART A. BENSON and MARIE HUGHES (collectively, "Assignee"), on the one hand; and WILLIAM E. ESKEW and CUSTOM FOOD FRANCHISE GROUP, INC., a California corporation (collectively, "Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are contemporaneously herewith entering into that certain Settlement Agreement ("Settlement Agreement"), that certain Assignment of Royalties Agreement ("Royalties Agreement") and that certain Security Agreement ("Security Agreement"), all dated as of even date herewith (the Settlement Agreement, Royalties Agreement and Security Agreement are sometimes referred to collectively hereafter as the "Related Agreements"). The Security Agreement provides for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including its trademarks, service marks, tradenames, trade styles, patents, copyrights and their registrations listed in the attached schedules in all states of the United States of America other than Arizona, Colorado, Florida, New Mexico and Nevada (the "Territory"). The Royalties Agreement provides for the grant by Assignor to Assignee of a security interest in certain royalty payments:

WHEREAS, on the terms and conditions contained herein, Assignor has agreed to grant Assignee a security interest in and to all of the right, title and interest of Assignor in and to the "LOVE'S WOOD PIT BARBECUE" and "LOVE'S" trademarks, tradenames, and the trademarks and service marks listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Marks"), trade styles, patents, copyrights and the registrations for any and all of the foregoing in all states of the United States of America other than the Territory; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated into this Collateral Assignment in their entirety by this reference. Unless the context of this Collateral Assignment clearly requires otherwise, references to the plural include the singular and to the singular include the plural, the part includes the whole, the terms "include," "including," and

"includes" are not limiting, and the term "or" has the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Collateral Assignment refer to this Collateral Assignment as a whole and not to any particular provision of this Collateral Assignment. Article, section, subsection, clause, exhibit and schedule references are to this Collateral Assignment unless otherwise specified. Any reference herein to this Collateral Assignment or the Related Agreements includes any and all alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

2. Grant of Security Interest. To secure the obligations of the Security Agreement, Assignor hereby grants to Assignee a security interest, effective immediately, in all of Assignor's right, title and interest in the United States (other than the Territory defined above), as well as Assignor's right, title and interest in Canada and Mexico pursuant to the certain Assignment dated in or about February 1999 by and between Loves Enterprises, Inc., Custom Food Franchise Group, Inc. and Custom Food Concepts, Inc. (the "Foreign Assignment") in and to all of the following described property, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(i) trademarks, trademark registrations, service marks, tradenames and trademark applications listed on Schedule A, attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due or payable under all trademarks and trademark applications, including damages and payments for past or future infringements thereof (all of the foregoing trademarks, trademark registrations, service marks, tradenames and trademark applications are sometimes hereinafter individually or collectively referred to as the "Marks").

(ii) U.S. patents and U.S. patent applications, including the inventions and improvements described and claimed therein, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due or payable under and with respect to all U.S. patents and U.S. patent applications, including damages and payments for past or future infringements thereof (all of the foregoing U.S. patents and applications are sometimes hereinafter individually or collectively referred to as the "Patents");

(iii) any Love's license, franchise or similar agreement in which Assignor is or becomes licensed to use a Love's patent or trademark, including without limitation, the Foreign Assignment (the "Licenses");

(iv) all proceeds from any of the foregoing referred to in this Section 2;
and

(v) the goodwill of Assignor's business connected with and symbolized by the Marks.

3. Assignment of Patents. In addition to all other rights granted to Assignee under the Security Agreement and this Collateral Assignment, Assignor hereby assigns as

collateral, transfers and sets over to Assignee as collateral its entire right, title and interest in and to all of Assignor's business, any work in process and new materials, covered by any U.S. Letters Patent, and any renewal, reissuance or extension of such Letters Patent including the Patents that may pertain to the "Additional Security".

4. Assignment of Marks and Tradenames. In addition to all other rights granted to Assignee under the Security Agreement, Assignor further assigns as collateral, transfers and sets over to Assignee as collateral its entire right, title and interest in any and all Marks and the goodwill associated therewith.

5. Assignment of Licenses. In addition to all other rights granted to Assignee under the Security Agreement and this Collateral Assignment, Assignor further assigns as collateral, transfers and sets over to Assignee as collateral any right of Assignor under any license, franchise or similar agreement with any other party, including without limitation, the Foreign Assignment, whether Assignor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Assignor and now or hereafter covered by such license and agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Collateral Assignment. Assignor hereby covenants that it will immediately notify Assignee if any Patent or Trademark shall at any time hereafter become subject to such license agreement and that it will promptly provide Assignee with full identification thereof and with such further documentation as Assignee may reasonably request to accomplish or assure the accomplishment of the purposes of this Section 5.

6. Further Assurances. The parties agree to cooperate and consult with one another, in good faith, should future conditions or developments suggest to either the possibility that the parties' independent use of the Marks might be likely to be confused with one another, all with the view to insuring that no substantial likelihood of confusion between the parties' independent use of the Marks, as they are used in commerce, shall occur. Both parties to this Collateral Assignment may license, sublicense, franchise, subfranchise, transfer or assign (collectively, a "Conveyance") their respective rights hereunder, in whole or in part, provided that such Conveyance does not extend beyond, or conflict in any way whatsoever with, the provisions of this Collateral Assignment.

7. Condition of Assignment. The condition of this Collateral Assignment is such that unless and until there occurs an Event of Default under the provisions of this Collateral Assignment or the Security Agreement, Assignor has the right to continue to use the Intellectual Property Collateral outside of the Territory in the normal course of business and to enjoy the benefits, royalties and profits therefrom, subject to any term and condition of the Settlement Agreement; provided, however, that from and after the occurrence of an Event of Default under this Collateral Assignment or the Security Agreement, such right will, upon the written exercise by Assignee of the rights provided by this Collateral Assignment (which written exercise may be in the form of a private or public sale in the manner provided by the Uniform Commercial Code), be revoked and

the right of Assignor to enjoy the uses, benefits, royalties, and profits of said Intellectual Property Collateral outside of the Territory will wholly cease, whereupon Assignee shall be entitled to all of Assignor's right, title and interest in and to the Intellectual Property Collateral hereby assigned. The term of the assignments granted herein shall extend until the expiration of each of the respective Patents, Marks and Licenses assigned hereunder, or under the obligations have been paid in full, whichever occurs first. This Collateral Assignment will not operate to place upon Assignee any duty or responsibility to maintain the Intellectual Property Collateral.

8. Events of Default. Notwithstanding any additional provisions pertaining to an Event of Default as set forth in the Settlement Agreement or Security Agreement, any of the following constitutes an Event of Default under this Collateral Assignment:

(i) Assignor fails to perform or observe any agreement, covenant, or condition required under this Collateral Assignment and such failure is not corrected to Assignee's satisfaction within twenty (20) days after delivery of notice to Assignor.

(ii) If any warranty or representation made by Assignor in this Collateral Assignment shall be false or misleading.

(iii) The occurrence of an Event of Default under the Security Agreement.

9. Remedies. Upon the occurrence of an Event of Default, Assignee may, at its option, at any time:

(i) Terminate the rights retained by Assignor outside of the Territory as specified in the preceding Section 7.

(ii) Sell, assign, use or transfer any of the Patents, Marks or Licenses in connection with the exercise of the rights contained in the Security Agreement.

(iii) Exercise any of the rights and remedies granted to a secured party under the Uniform Commercial Code.

10. Power of Attorney. Assignor hereby grants Assignee a power of attorney coupled with an interest to execute any documentation or take any action required to fulfill the terms, provisions and conditions of this Agreement.

11. Notices. Assignor covenants and agrees that it will give Assignee written notice, in the manner provided in the Security Agreement, of:

(i) any claim by a third party that Assignor has infringed on the rights of a third party.

(ii) any suspected infringement by a third party on the rights of Assignor.

(iii) any applications made by Assignor to register Patents or Marks other than those listed on the Exhibits to this Collateral Assignment on the date of its execution.

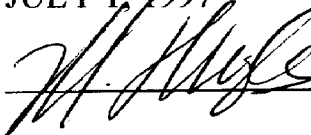
12. Further Assurances. Assignor will take any such action as Assignee may require to further confirm or protect Assignee's rights in the Patents, Marks and Licenses hereby assigned.

13. Conflict; Applicability of Certain Provisions. In the event there exists any inconsistency between any provision of this Collateral Assignment, the Settlement Agreement and the Security Agreement, the provisions of the Security Agreement shall, unless Assignee shall elect otherwise in writing or unless contrary to applicable law, control and govern such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Collateral Assignment as of the Effective Date.

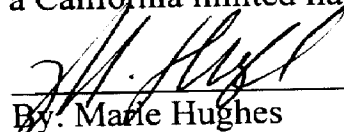
Assignee:

LOVE'S TRUST NUMBER ONE DATED
JULY 1, 1997

 Trustee

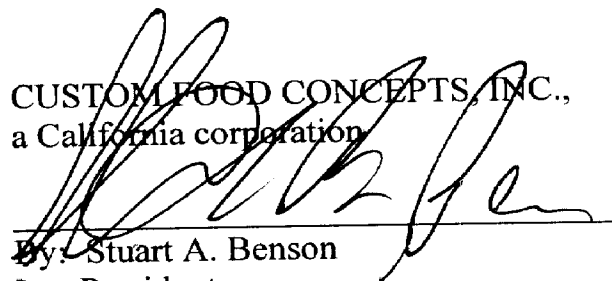
By: Marie Hughes
Its Trustee

WEST COAST RESTAURANT
MANAGEMENT GROUP, LLC,
a California limited liability company



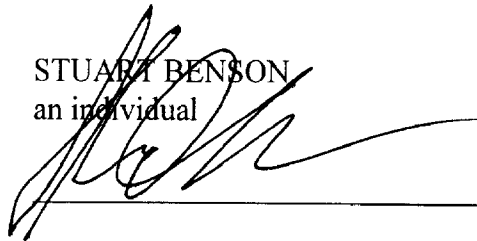
By: Marie Hughes
Its: Managing Member

CUSTOM FOOD CONCEPTS, INC.,
a California corporation

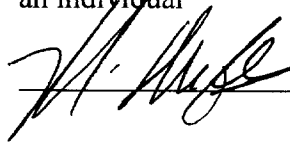


By: Stuart A. Benson
Its: President

STUART BENSON
an individual

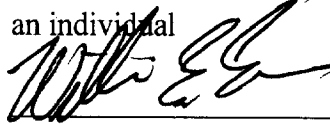


MARIE HUGHES,
an individual

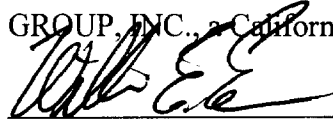


Assignor:

WILLIAM E. ESKEW,
an individual



CUSTOM FOOD FRANCHISE
GROUP, INC., a California corporation



By: William E. Eskew
Its: President

SCHEDULE A

TRADEMARKS AND SERVICE MARKS

<u>Mark</u>	<u>Class</u>	<u>Registration Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
Love's	29,30	Registered	1,675,243	02/11/92
Love's (with design)	42	Registered	1,658,603	09/24/91
Love's	42	Registered	1,065,043	05/03/77
Love's (with design)	42	Registered	1,741,871	12/22/92
When You're In Love's The Whole World's Delicious	42	Registered	1,668,884	12/17/91
Love's Wood Pit Barbeque Restaurant	42	Registered	936,246	06/20/72

\\ Security Interest Assignment.dr031201..doc