

03-06-2001



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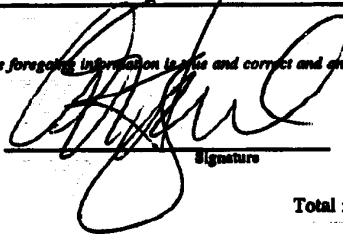


02-20-2001

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U.S. Patent & TM Office Mail Rept Dt. 071

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

<p>1. Name of conveying party(ies): <u>Specialty Restaurant Group, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - <u>Delaware Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 20, 2000</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>General Electric Capital Business Asset Funding Corporation</u> Internal Address: <u>Franchise Finance Department</u> Street Address: <u>10900 NE 4th Street, Suite 500</u> City: <u>Bellevue</u> State <u>Washington</u> ZIP: <u>98004</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>																								
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/341,996</u> <u>75/717,809</u> <u>75/632,891</u> <u>75/768,982</u> <u>75/644,768</u></p>	<p>B. Trademark registration No.(s)</p> <table border="1"> <tr> <td>2,252,600</td> <td>1,329,876</td> <td>1,841,528</td> <td>1,421,282</td> </tr> <tr> <td>2,176,451</td> <td>1,967,808</td> <td>1,874,374</td> <td></td> </tr> <tr> <td>1,868,777</td> <td>1,640,046</td> <td>2,254,726</td> <td></td> </tr> <tr> <td>1,728,389</td> <td>1,397,222</td> <td>1,321,023</td> <td></td> </tr> <tr> <td>2,212,233</td> <td>1,963,808</td> <td>1,194,122</td> <td></td> </tr> <tr> <td>1,924,241</td> <td>1,841,529</td> <td>1,272,941</td> <td></td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	2,252,600	1,329,876	1,841,528	1,421,282	2,176,451	1,967,808	1,874,374		1,868,777	1,640,046	2,254,726		1,728,389	1,397,222	1,321,023		2,212,233	1,963,808	1,194,122		1,924,241	1,841,529	1,272,941	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Andre M. Szuwalaki</u> <u>Jenkins & Gilchrist, P.C.</u> Internal Address: _____</p> <p>Street Address: <u>1445 Ross Avenue, Ste. 3200</u></p> <p>City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75202-2799</u></p>	<p>6. Total number of applications and registrations involved: <u>24</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 615.00</u></p> <p><input checked="" type="checkbox"/> Enclosed \$615.00 <input type="checkbox"/> Authorized to be charged to deposit account.</p> <p>(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)</p> <p>8. Deposit Account number: <u>10-0447</u> (Anti-fraud device: copy of this page if paying by deposit account)</p>																								
DO NOT USE THIS SPACE																									
<p>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.</p> <p><u>Andre M. Szuwalaki</u>  <u>2/14/01</u> Name of Person Signing Signature Date</p> <p>Total number of pages comprising cover sheet: 1</p>																									

03/02/2001 6AHRED1 00000009 75341996
01 FC:481 40.00 DF
02 FC:482 575.00 DP
Dallas2 755486 v 1, 12416.01232

TRADEMARK
REEL: 002244 FRAME: 0554

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated effective November __, 2000, and is entered into by **SPECIALTY RESTAURANT GROUP, LLC**, a Delaware limited liability company ("Debtor") in favor of **GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION**, a Delaware corporation ("Secured Party")

RECITALS

WHEREAS, Debtor executed that certain Security Agreement dated of even date herewith to and in favor of Secured Party (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time the "Security Agreement") (any and all capitalized terms not defined in this Agreement shall have the meanings ascribed to such term in the Security Agreement);

WHEREAS, Debtor owns certain Trademarks;

WHEREAS, pursuant to the terms of the Security Agreement, Debtor granted to Secured Party a security interest in all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of the Indebtedness;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to

in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and acknowledged by its duly authorized officer thereunto as of the 20 day of November, 2000.

DEBTOR:

SPECIALTY RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: _____


James H. CarMichael,
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me this 19th day of November, 2000, by James H. CarMichael, President and Chief Executive Officer of **SPECIALTY RESTAURANT GROUP, LLC**, a Delaware limited liability company, on behalf of such company.



Carrie Park
Notary Public in and for the State of Texas

My commission expires: 1/14/2002