

04-12-2001



101661144

3.22.01

CANCELLED

**RECORDATION FORM COVERSHEET  
TRADEMARKS ONLY**

TO: The Commission of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New  
 Resubmission (Non-Recordation)

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License  
 Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other

Effective Date  
Month Day Year

March 21, 2001

**Conveying Party**

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

March 21, 2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying 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 a domestic representative should be attached. (Designation must be a separate document from Assignment.)

7552 4126

**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 the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, 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

04/11/2001 GT0N11 00000080 75524126

01 FC:481  
02 FC:482

40.00 CP  
423.00 UP

**TRADEMARK  
REEL: 002268 FRAME: 0957**

**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 No.

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="75/524126"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/524128"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,320,029"/>	<input type="text" value="1,544,529"/>	<input type="text" value="1,590,973"/>
<input type="text" value="1,534,320"/>	<input type="text" value="1,557,380"/>	<input type="text" value="1,652,377"/>
<input type="text" value="1,531,149"/>	<input type="text" value="1,602,377"/>	<input type="text" value="1,653,233"/>

**Number of Properties**

Enter the total number of properties involved:

#

**Fee Amount**

Fee amount of 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:

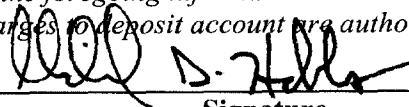
Yes

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.

Michael D. Hobbs, Jr., Esq.



March 22, 2001

Name of Person Signing

Signature

Date

**RECORDATION FORM COVER SHEET**  
**CONTINUATION**  
**TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying parties attached

Enter Additional Receiving Party

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 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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1,659,704	1,727,934	1,787,576
1,691,271	1,742,448	<input type="text"/>
1,697,574	1,747,873	<input type="text"/>
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STATE OF GEORGIA

COUNTY OF FULTON

)  
)  
)

**CONDITIONAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

This Conditional Assignment and Trademark Security Agreement ("Agreement"), dated as of March March 21, 2001, between Hi Limited Partnership, a Florida limited partnership ("Grantor"), and Carolina First Bank ("Bank").

**W I T N E S S E T H:**

**WHEREAS**, Grantor owns the U.S. trademarks, trademark applications, service marks and service mark applications listed on Schedule 1A annexed hereto, and the foreign trademarks, trademark applications, services marks and service mark applications listed on Schedule 1B annexed hereto; and

**WHEREAS**, Bank proposes to make a loan ("Loan" in the original principal amount of Twenty Million and 00/100 (\$20,000,000.00) Dollars to Hooters of America, Inc., a Georgia corporation ("Hooters"), and Grantor (Hooters and Grantor being hereinafter collectively referred to as "Borrowers"), which Loan shall be evidenced by the Promissory Note dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, "Promissory Note") executed by Borrowers in favor of Bank dated the date hereof, and the Loan Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, "Loan Agreement") among Borrowers and Bank; and

**WHEREAS**, Bank has required, as a condition to its entry into the Loan Agreement and the Promissory Note and the making of the Loan, that Grantor execute and deliver to Bank this Agreement to secure the obligations of Borrowers under the Loan Agreement, the Promissory Note and each of the agreements, documents and instruments executed from time to time in connection therewith (collectively, "Loan Documents");

**NOW, THEREFORE**, in consideration of the premises, the terms and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest.

- (a) Grantor hereby grants to Bank, its successors and assigns, a continuing security interest in all of Grantor's right, title, and interest in the following ("Trademark Collateral"), whether now owned or hereafter acquired or arising, in order to secure the due and punctual payment and performance of all Secured Obligations (as hereinafter defined):
  - (i) All "Trademarks" (as defined below), whether now owned or hereafter arising or acquired by Grantor, including each registered U.S. Trademark identified on Schedule IA hereto, and each registered foreign Trademark identified on Schedule IB hereto. For purposes of this Agreement, "Trademarks" shall mean all trade names, trademarks, service marks and logos (registered and unregistered) and state, federal and foreign trademark and service mark registrations and state, federal and foreign registration applications (in use and intent to use) and all renewals and divisions thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, all rights corresponding thereto throughout the world, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark and all proceeds of the foregoing; and
  - (ii) All agreements providing for the grant of any right in or to any Trademark (whether Grantor is the licensee or the licensor thereunder) including but not limited to those agreements on Schedule II hereto and all proceeds of the foregoing ("Trademark Licenses").
- (b) The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or now or hereafter

existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power, or remedy provided for herein. The exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

2. Secured Obligations. The collateral assignment contained herein shall secure the due and punctual payment of (i) the Loan, and all amounts owing in respect thereof, whether for principal, interest, fees, charges or otherwise, and (ii) all other amounts owing under the Loan Agreement, the Promissory Note, this Agreement or any other Loan Documents (collectively, "Secured Obligations").

3. Modification of Agreement. This Agreement may not be changed, waived or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Grantor authorizes Bank, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule IA or Schedule IB to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor.

4. Representations and Warranties.

- (a) Schedule IA hereto contains a true and accurate list of all Grantor's U.S. Trademarks and Trademark applications. Schedule IB hereto contains a true, correct and complete list of all foreign Trademarks and Trademark applications.
- (b) Other than as set forth on Schedule III attached hereto, Grantor is the sole owner of the Trademarks and its interest in the Trademark Licenses, free and clear of all liens, claims and encumbrances, other than the lien created by this Agreement; the records of the United States Patent and Trademark Office currently reflect that Grantor is the owner of all U.S. Trademark registrations and applications; the records of the applicable foreign jurisdictions currently reflect that Grantor is the owner of all foreign Trademark registrations and applications, and none of the Trademark Collateral has been licensed by Grantor to any third party, except for the Trademark Licenses listed on Schedule II.
- (c) The execution, delivery and performance by Grantor of this Agreement and the other Loan Documents (i) are not in contravention of any law, rule, or regulation applicable to Grantor; (ii) will not violate or result in a default under any agreement or indenture to which Grantor is a party or by which Grantor is bound; (iii) do not contravene the organizational documents of Grantor; and (iv) will not result in or require the creation or imposition of any lien or security interest on any of the property or assets of Grantor other than Liens in favor of the Bank created by this Agreement.
- (d) Other than as set forth on Schedule III attached hereto, to the best of Grantor's knowledge, each Trademark is valid, subsisting, unexpired and enforceable, and Grantor has used and continues to use the appropriate statutory notice of registration in connection with its use of all federally registered Trademarks.
- (e) Other than as set forth on Schedule III attached hereto, no holding, decision or judgment has been rendered in any action or proceeding limiting, canceling or questioning the validity of Grantor's rights in any Trademark and no such action or proceeding is pending or, to the best of Grantor's knowledge, threatened. To the best of Grantor's knowledge, there is no subsisting breach or default under any Trademark License.
- (f) Other than as set forth on Schedule III attached hereto, to the best of Grantor's knowledge, (i) the conduct of Grantor's business does not infringe upon any trademark or other intellectual property right owned or controlled by a third party and (ii) except as previously disclosed in writing to Bank, no third party is infringing upon any of the Trademark Collateral.

5. Covenants of Grantor.

- (a) Grantor will not do any act or omit to do any act (and not permit any licensees or sublicensees of Grantor to do any act) whereby any Trademark of Grantor will become abandoned, invalidated or unenforceable, and Grantor shall diligently pursue each Trademark application and shall maintain each Trademark registration in full force and effect. In the event that any Trademark owned by, or licensed to, Grantor, is infringed or diluted by a third party, Grantor shall promptly take all reasonable actions to stop such infringement or dilution and protect its exclusive rights in such Trademark.
- (b) Grantor agrees to promptly report to Bank (i) the filing of any application for registration of any Trademark (whether such application is filed by Grantor or through any agent, employee, licensee or designee) and (ii) the registration of any Trademark. Grantor agrees to execute and deliver to Bank an amendment to this Agreement covering such new applications or registrations for Trademarks in form appropriate for recordation in the United States Patent and Trademark Office.
- (c) Without the prior written consent of Bank, Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral or any rights therein (except as contemplated by clause (c)(iii)), (ii) grant any lien or security interest in any of the Trademark Collateral (except for the lien created by this Agreement), or (iii) license any of the Trademark Collateral to any third party, except that, unless an Event of Default has occurred and is continuing, Grantor can grant non-exclusive licenses of any of the Trademarks to a third party in the ordinary course of business; provided that the Bank shall receive a security interest in any fees, royalties and payments with respect to all and any such licenses.

6. Grant of License.

- (a) Grantor hereby grants to Bank a non-exclusive, royalty-free right and license, with rights of sublicense, in and to the Trademark Collateral, and a sublicense in and to Grantor's rights under Trademark Licenses to the extent permitted under the terms of such Trademark Licenses, to the extent permitted under the terms thereof, to use such Trademark Collateral or operate under such Trademark Licenses, effective upon the occurrence of an Event of Default, in connection with the enforcement of the Bank's rights and remedies hereunder and under the other Loan Documents
- (b) The license granted pursuant to Section 6(a) is conditional upon the requirement that the goods sold and services rendered by Bank under the Trademark Collateral shall be of a nature and quality substantially consistent with those theretofore offered under such Trademarks by Grantor.

7. Remedies Upon Default; Power of Attorney.

- (a) Following the occurrence and continuance of an Event of Default under the Loan Agreement, and subject to the notice provisions therein, immediately upon the request of Bank to facilitate any exercise of its remedies hereunder, Grantor shall assign, transfer, set over and deliver the Trademarks to Bank or its designee, and Grantor hereby irrevocably constitutes and appoints Bank and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or Bank's own name or the name of Bank's designee, upon the occurrence of an Event of Default, (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit "A" and incorporated hereby by reference ("Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, (ii) to collect proceeds of any Trademark Collateral, (iii) in any transaction authorized by the Loan Agreement, convey any Trademark Collateral to any purchaser thereof, payment or discharge of taxes or liens levied or placed upon or threatened against any Trademark Collateral, the legality or

validity thereof and the amounts necessary to discharge the same to be determined by the Bank in its sole discretion, and such payments made by Bank to become the obligations of Grantor to Bank, due and payable immediately without demand. Bank's authority hereunder shall include, without limitation, the authority to endorse and negotiate any checks or instruments constituting proceeds of any Trademark Collateral in the name of Grantor, execute and give receipt for any certificate of ownership or any document (constituting Trademark Collateral), sign Grantor's name on all financing statements or any other documents necessary or appropriate by Bank to preserve, protect or perfect the security interest in any Trademark Collateral (to the extent permitted by Applicable Law) and to file the same, prepare, file and sign Grantor's name on any notice of Lien, and prepare, file and sign Grantor's name on a proof of claim in bankruptcy or similar document against any customer of Grantor with respect to any claim of Grantor comprising part of any Trademark Collateral.

- (b) Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney is a power coupled with an interest and shall be irrevocable.
- (c) In addition to the foregoing, upon the occurrence of a Default or an Event of Default, Bank shall have all rights and remedies of a secured party under the applicable Uniform Commercial Code and as otherwise available at law and equity.

8. Termination of Agreement. This Agreement shall terminate upon the latter to occur of (a) termination of the Loan Agreement and the other Loan Documents, and (b) the payment in full of all Secured Obligations then outstanding under the Loan Agreement, the Promissory Note and the other Loan Documents. At such time, Bank shall execute and deliver such instruments and documents as are necessary to terminate the security interest granted hereby.

9. Miscellaneous. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of, and be enforceable by, Bank and its successors and assigns,

10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS IN EFFECT IN THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS.

11. Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

12. Notices. Except as otherwise provided here-in, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other a communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the terms of the Loan Agreement.

13. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

14. Jurisdiction; Waiver of Jury Trial. GRANTOR: (A) HEREBY IRREVOCABLY SUBMITS ITSELF TO THE PROCESS, JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF GEORGIA, FULTON COUNTY, AND TO THE PROCESS, JURISDICTION, AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA FOR THE PURPOSES OF SUIT, ACTION, OR OTHER PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, OR, IF BANK INITIATES SUCH ACTION, ANY COURT IN WHICH BANK SHALL INITIATE SUCH ACTION AND THE CHOICE OF SUCH VENUE SHALL, IN ALL INSTANCES, BE AT BANK'S ELECTION; AND (B) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION, OR PROCEEDING ANY CLAIM THAT GRANTOR IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE NAMED COURTS, THAT SUCH SUIT, ACTION, OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE

OF SUCH SUIT, ACTION, OR PROCEEDING IS IMPROPER. GRANTOR HEREBY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY JUDGMENT OR ACTION IN ANY OTHER FORUM.

BANK AND GRANTOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR UNDER ANY OF THE LOAN DOCUMENTS WOULD BE BASED UPON DIFFICULT COMPLEX ISSUES, AND THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF SUCH CONTROVERSY SHALL BE TRIED BY A JUDGE SITTING WITHOUT A JURY, AND GRANTOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY SUCH PROCEEDING.

ALL OF THE PROVISIONS SET FORTH ABOVE ARE A MATERIAL INDUCEMENT FOR BANK'S MAKING THE LOANS TO BORROWERS AND ACCEPTING THIS AGREEMENT FROM GRANTOR.

15. **Arbitration.** Any controversy or claim between or among the parties hereto, including but not limited to, those arising out of or relating to this Agreement, or to any related agreements, instruments, or documents, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of J.A.M.S./endispute or any successor thereof (J.A.M.S.), and the "Special Rules" set forth below. In the event of an inconsistency, the Special Rules shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this instrument, agreement, or document, may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement, document, or instrument applies in any court having jurisdiction over such action.

(A) **Special Rules.** The arbitration shall be conducted in the county of Fulton, State of Georgia, and administered by J.A.M.S. who will appoint an arbitrator; if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within ninety (90) days of the demand for arbitration; further, the Arbitrator shall only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional sixty (60) days.

(B) **Reservation of Rights.** Nothing in this Arbitration provision shall be deemed to: (i) limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this arbitration provision; or (ii) be a waiver by the Bank or its assignee or transferee or successor in interest of the protection afforded to it by 12 U.S.C. §91, or any substantially equivalent state law; or (iii) limit the right of the Bank or its assignee or transferee or successor in interest hereto to: (a) exercise self help remedies such as (but not limited to) setoff; or (b) to foreclose against any real or personal property collateral; or (c) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief, writ of possession, or the appointment of a receiver. Bank or its assignee or transferee or successor in interest may exercise such self help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during, or after the pendency of any arbitration proceeding brought pursuant to this instrument, agreement or document. Neither this exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

WITNESS:

GRANTOR:

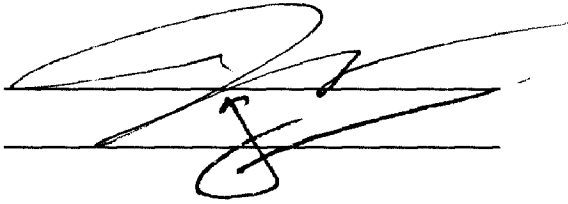
HI LIMITED PARTNERSHIP, a Florida limited partnership

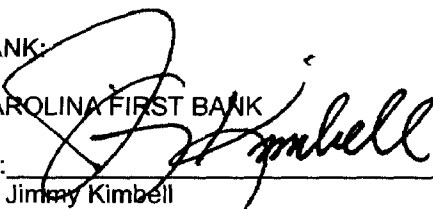
By: Hooters Enterprises, LLC, a Georgia limited liability company

By:   
Kenneth L. Abbott

Its: Secretary Treasurer



A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

BANK:   
CAROLINA FIRST BANK  
By: \_\_\_\_\_  
Jimmy Kimbell  
Its: Sr. Vice President \_\_\_\_\_

SCHEDULE 1A 3PAs

UNITED STATES SERVICE MARK AND TRADEMARK REGISTRATIONS

NEEDLE & ROSENBERG, P.C.

Assigned by HOOTERS, INC.

to

HI LIMITED PARTNERSHIP

Recorded in the U.S. PTO on November 15, 1999, Reel/Frame 001995/0530

As of February 27 2001

MARK	SERVICES/GOODS CLASS	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE
HOOTERS Plus Owl Design	Class 42 - Restaurant and cocktail lounge services.	02/06/84	73-464,115	1,320,029	02/12/85 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged. Assignment of this registration, while requested along with the others, was erroneously not recorded by the PTO. Correction is being made.
HOOTERS Plus Owl Design	Class 20 - Plastic key chains. Class 28 - Disc toss toys.	02/22/88	73-712,461	1,534,320	04/11/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS Plus Owl Design	Class 34 - cigarette lighters.	03/07/88	73-715,156	1,531,149	03/21/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTER PATROL	Class 25 - Hats and billed caps sold only in applicant's restaurants or in the promotion of those restaurant services.	02/08/88	73-710,037	1,544,529	06/20/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS	Class 42 - restaurant and cocktail lounge services	01/23/89	73-775,646	1,557,380	09/19/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS Plus Owl Design	Class 25 - clothing, namely socks, shirts, pants, jackets, shorts, baby bibs, and swim trunks.	03/07/88	73-715,167	1,602,377	06/19/90 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.

NEEDLE & ROSENBERG, P.C.  
**UNITED STATES SERVICE MARK AND TRADEMARK REGISTRATIONS**

Assigned by **HOOTERS, INC.**

to

**HI LIMITED PARTNERSHIP**

Recorded in the U.S. PTO on November 15, 1999, Reel/Frame 001995/0530

As of February 22, 2001

MARK	SERVICES/GOODS CLASS	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE
<b>HOOTERS</b>	Class 25 - Clothing, namely sweatbands, shirts, pants and jackets.	02/08/88	73-710,036	1,590,973	04/10/90 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS Plus Owl Design</b>	Class 16 - calendars, posters, photographs, magazines of general interest.	08/09/90	74-087,127	1,652,377	07/30/91 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS</b>	Class 38 - Entertainment services in the nature of a television program.	09/24/90	74-099,403	1,653,233	08/06/91 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS</b>	Class 16 - Posters, photographs, and calendars.	08/09/90	74-087,126	1,659,704	10/08/91 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS Plus Owl Design</b>	Class 9 - Video cassette tapes featuring entertainment programming.	02/15/91	74-139,445	1,691,271	06/09/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS</b>	Class 16 - Calendars, posters, photographs, magazines of general interest.	09/24/90	74-099,580	1,697,574	06/30/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS Plus Building Design</b>	Class 30 - Breeding mix.	02/21/92	74-248,192	1,727,934	10/27/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.

NEEDLE & ROSENBERG, P. C.  
**UNITED STATES SERVICE MARK AND TRADEMARK REGISTRATIONS**

Assigned by **HOOTERS, INC.**

to

**HI LIMITED PARTNERSHIP**

Recorded in the U.S. PTO on November 15, 1999, Reel/Frame 001995/0530

As of February 22, 2001

MARK	SERVICES/GOODS CLASS	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE
<b>HOOTERS Plus Owl Design</b>	Class 30 - Breeding mix.	07/29/91	74-189,227	1,742,448	12/22/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS</b>	Class 30 - Breeding mix.	07/16/91	74-185,577	1,747,873	01/29/93 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
<b>HOOTERS Plus Building Design</b>	Class 30 - Sauces.	09/19/91	74-205,071	1,787,576	08/10/93 Sec. 8&15 Aff. Due between 08/10/98 and 08/10/99.
<b>HOOTERS Plus Owl Design</b>	Class 41 - Production of motion picture films, production of television movies, entertainment in the nature of an on- going television comedy series.	07/21/98	75-524,126		Intent-to-use application. Allowed.
<b>HOOTERS</b>	Class 41 - Production of motion picture films, production of television movies, entertainment in the nature of an on- going television comedy series.	07/21/98	75-524,128		Intent-to-use application. Allowed.