

04-27-2001



101691424

4-16-01

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name HMR Acquisition Company, Inc.

01 19 01

Formerly

75635976

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

Receiving Party

Mark if additional names of receiving parties attached

Name National City Bank of Pennsylvania

DBA/AKA/TA

Composed of

Address (line 1) 20 Stanwix Street

Address (line 2)

Address (line 3) Pittsburgh
City

Pennsylvania
State/Country

15222
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Bank

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/25/2001
01 FC:481
02 FC:482

6TON11 00000147 75635976

40.00 DP
100.00 DP

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

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="75/635,976"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,331,341"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/638,724"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,262,731"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,614,844"/>	<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

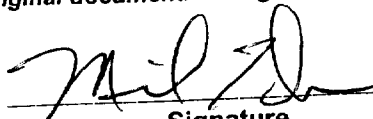
No

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.

Michael L. Dever

Name of Person Signing



Signature

4/13/01

Date Signed

**AMENDED AND RESTATED SECURITY AGREEMENT—
PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDED AND RESTATED SECURITY AGREEMENT—PATENTS, TRADEMARKS AND LICENSES (this Amended and Restated Security Agreement—Patents, Trademarks and Licenses, together with all extensions, renewals, amendments, substitutions and replacements hereto and hereof is hereinafter referred to as the "**Security Agreement**") is dated as of January 19, 2001, and is made by HMR ACQUISITION COMPANY, INC., an Indiana corporation (the "**Debtor**") in favor of NATIONAL CITY BANK OF PENNSYLVANIA (the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement (the Amended and Restated Credit Agreement and all extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to herein as the "**Credit Agreement**") dated as of even date herewith by and between the Debtor as the borrower and the Secured Party, the Secured Party has agreed to make available to the Borrower the following loans and lending commitments:

(i) the Revolving Credit Commitment which will be evidenced by the Amended and Restated Revolving Credit Note dated as of even date herewith (together with all amendments, supplements, renewals or substitutions thereto or thereof, the "**Revolving Credit Note**"); and

(ii) the Term Loan which will be evidenced by the Amended and Restated Term Note to be dated as of even date herewith (together with all amendments, supplements, renewals or substitutions thereto or thereof the "**Term Note**").

WHEREAS, to secure the prompt payment in full to the Secured Party of the Bank Indebtedness, including but not limited to principal outstanding under the Notes, all costs, fees and expenses payable by the Debtor under the Credit Agreement, this Security Agreement or any other Loan Document (including without limitation, all costs, fees and expenses incurred in connection with the perfection, enforcement or collection of any thereof, including but not limited to all reasonable attorneys' fees and expenses) and all other liabilities, obligations and indebtedness of the Debtor or any kind or nature, present or future, due or to become due, now existing or hereafter arising, to the Secured Party, the Debtor has agreed to execute and deliver to the Secured Party this Security Agreement.

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, the Debtor and the Secured Party hereby covenant and agree as follows:

1. **Security Interest in Patents, Trademarks and Licenses.** To secure the complete and timely satisfaction of all of the Bank Indebtedness, the Debtor hereby grants, bargains, assigns, mortgages, pledges, sells, creates and grants a security interest in, transfers, and conveys to the Secured Party, as and by way of a first mortgage and security interest having

priority over all other security interests, with power of sale, to the extent permitted by law or by the Licenses referred to herein, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 1(i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 2 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 1(ii), are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**");

(iii) all license agreements (other than routine licensing agreement with software vendors) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between the Debtor and any other party, whether the Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 3 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Debtor' rights thereunder are referred to collectively as the "**Licenses**"); and

(iv) the goodwill of the Debtor's business connected with and symbolized by the Trademarks.

2. **Representations and Warranties.** The Debtor warrants and represents to the Secured Party that:

(i) Except for Patents, Trademarks and Licenses no longer used by the Debtor in its business (A) no Patents, Trademarks and Licenses have been adjudged invalid or

unenforceable or have been cancelled, in whole or in part, and (B) all Patents, Trademarks and Licenses are presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Except as described in the Licenses, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and Encumbrances, including without limitation licenses, shop rights and covenants by the Debtor not to sue third persons;

(iv) Except for Patents, Trademarks and Licenses no longer used by the Debtor in its business, the Debtor has adopted, used and is currently using all of the Trademarks;

(v) The Debtor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses, except for those shown on Schedule 4.13 to the Credit Agreement;

(vi) The execution and delivery of this Security Agreement by the Debtor, and the performance by the Debtor of its obligations hereunder, will not conflict with the terms of, or cause a default under, any License, any contract or agreement to which the Debtor is a party or by which it is bound, or any Governmental Rule to which the Debtor, its business or properties, is subject; and

(vii) The Debtor has the right to execute and deliver this Security Agreement and perform its terms.

3. **Restrictions on Future Agreements.** The Debtor agrees that until the Bank Indebtedness has been satisfied in full and the Revolving Credit Commitment shall have been terminated, the Debtor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with the Debtor's obligations under this Security Agreement, without the prior written consent of the Secured Party, and the Debtor further agrees that it shall 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 the Secured Party under this Security Agreement.

4. **New Patents, Trademarks and Licenses.** The Debtor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules 1, 2 and 3, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by the Debtor. If, before the Bank Indebtedness has been satisfied in full or before the Credit Agreement has been terminated, the Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which the Debtor have not previously informed the Secured Party, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Security Agreement above shall automatically apply thereto and the Debtor shall give to the Secured Party prompt written notice thereof. The Debtor hereby authorizes the Secured Party to

modify this Security Agreement from time to time by amending Schedules 1, 2 and 3, as applicable, to include any such new or future Patents, Trademarks and Licenses.

5. **Royalties; Terms.** The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the Bank Indebtedness has been paid in full and the Revolving Credit Commitment has been terminated. Upon the occurrence and during the continuance of an Event of Default, the Debtor agrees that the use by the Secured Party of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from the Secured Party to the Debtor.

6. **Grant of License by the Debtor.** The Debtor intends to enter into franchise agreements as franchiser pursuant to which the Debtor's franchisee shall operate Mexican or Southwestern theme restaurants. Subject to the security interests granted to the Secured Party hereunder the Debtor may license each such franchisee to use its Patents, Trademarks and Licenses; provided no such license shall be granted by the Debtor if it impairs the Secured Party's security interest hereunder; and provided further, each such grant of a license to a franchisee shall be explicitly subject to the Secured Party's rights hereunder.

7. **Secured Party's Right to Inspect.** The Secured Party shall have the right, at any time and from time to time during normal business hours and upon at least two day's notice and prior to payment in full of the Bank Indebtedness and the termination of the Revolving Credit Commitment, to inspect the Debtor's premises and to examine the Debtor's books, records and operations, including, without limitation, the Debtor's quality control processes. The Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Secured Party, upon the Secured Party's request from time to time, with a certificate of an Authorized Person certifying the Debtor's compliance with the foregoing. Upon the occurrence of and during the continuance of an Event of Default, the Debtor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such additional product quality controls as the Secured Party, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor under the Trademarks.

8. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of the Bank Indebtedness and termination of the Revolving Credit Commitment, the Secured Party shall execute and deliver to the Debtor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in the Debtor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto and pursuant to the Credit Agreement.

9. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees,

maintenance fees, Encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by the Debtor on demand by the Secured Party and until so paid shall bear interest at an applicable rate as provided in the Credit Agreement.

10. Duties of Debtor. The Debtor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Bank Indebtedness has been paid in full and the Revolving Credit Commitment terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with the Debtor's obligations under this Section 10 shall be borne by the Debtor. The Debtor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of the Secured Party, which consent shall not be unreasonably withheld.

11. Secured Party's Right to Sue. After the occurrence of and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 11.

12. Power of Attorney; Effect on Loan Documents. Upon the occurrence of and during the continuance of an Event of Default, the Debtor hereby authorizes the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as the Secured Party deems to be in the best interest of the Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. The Secured Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Bank Indebtedness has been paid in full and the Revolving Credit Commitment has been terminated, and shall be deemed to be coupled with an interest. The Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

13. **Further Assurances.** The Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and the agreements set forth herein.

14. **Defined Terms.** All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreement shall have the meanings given them in the Credit Agreement.

15. **Secured Party's Ability to Deal With Security.** The Secured Party may have or in the future may hold other security and/or guaranties to secure all or any part of the Bank Indebtedness but it is specifically understood and agreed by the Secured Party that neither the execution and delivery of this Security Agreement nor the holding of any other security and/or guaranty shall at any time or in any respect operate to prevent or hinder the Secured Party from resorting first to such other security and/or guaranty or first to the Patents, Trademarks and Licenses or first from time to time to both. In addition, the Secured Party may from time to time as it sees fit, in its sole and uncontrolled discretion, resort to all or any part of the Patents, Trademarks and Licenses, without resorting to all or any other security and/or guaranty securing the Bank Indebtedness, or to all or any part of any other security and/or guaranty securing the Bank Indebtedness without resorting to all or any part of the Patents, Trademarks and Licenses, and such action on the Secured Party's part shall not in any respect be considered as a waiver of any of the benefits or rights of the Secured Party relating to the Patents, Trademarks and Licenses or such other security and/or guaranties.

16. **Amendments and Waivers.** The Secured Party and the Debtor may from time to time enter into amendments, extensions, supplements and replacements to and of this Security Agreement, and the Secured Party may from time to time waive compliance with a provision hereof. No amendment, extension, supplement, replacement or waiver shall be effective unless it is in writing and is signed by the Secured Party and the Debtor. All waivers shall be effective only for the specific instance and for the specific purpose for which it is given.

17. **Exercise of Remedies; Remedies Cumulative.** No delay on the part of the Secured Party or failure of the Secured Party to exercise any power, right or remedy under this Security Agreement and any other Loan Document shall operate as a waiver hereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Security Agreement are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the Secured Party would otherwise have.

18. **Taxes.** The Debtor shall pay any and all stamp, document, transfer or recording taxes, filing fees and similar impositions payable or hereafter determined by the Secured Party to be payable in connection with this Security Agreement and any other documents, instruments and transactions pursuant to or in connection with any of the Loan Documents. The Debtor agrees to save the Secured Party harmless from and against any and all present and future claims or liabilities with respect to, or resulting from, any delay in paying or failure to pay any such taxes or similar impositions. The joint and several obligations of the Debtor pursuant to this

Section 18 shall survive the termination of this Security Agreement and the repayment of the Bank Indebtedness.

19. **Notices.** All notices required to be sent to the Debtor or the Secured Party pursuant to this Security Agreement shall be delivered in accordance with, and to the addresses set forth in, and shall become effective in accordance with, Section 9.3 of the Credit Agreement.

20. **Successors and Assigns.** This Security Agreement shall be binding upon the Debtor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns; provided, however, that the Debtor shall not assign its rights or duties hereunder or under any of the other Loan Documents without the prior written consent of the Secured Party.

21. **Severability.** Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

22. **Survival.** All representations, warranties, covenants and agreements of the Debtor contained herein or in the other Loan Documents or made in writing in connection herewith shall survive the issuance of the Notes and shall continue in full force and effect so long as the Debtor may borrow under the Credit Agreement and so long thereafter until payment in full of the Notes and the Bank Indebtedness is made.

23. **GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

24. **FORUM. THE PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT MAY BE COMMENCED IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA OR IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND THE PARTIES HERETO AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN EITHER OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO THE PARTIES AT THEIR ADDRESSES DESCRIBED IN SECTION 19, OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. FURTHER, THE DEBTOR HEREBY SPECIFICALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND WAIVES AND HEREBY**

ACKNOWLEDGES THAT IT IS ESTOPPED FROM RAISING ANY OBJECTION BASED ON FORUM NON CONVENIENS, ANY CLAIM THAT EITHER SUCH COURT LACKS PROPER VENUE OR ANY CLAIM THAT EITHER SUCH COURT LACKS PERSONAL JURISDICTION OVER THE DEBTOR SO AS TO PROHIBIT EITHER SUCH COURT FROM ADJUDICATING ANY ISSUES RAISED IN A COMPLAINT FILED WITH EITHER SUCH COURT AGAINST THE DEBTOR BY THE SECURED PARTY CONCERNING THIS SECURITY AGREEMENT OR PAYMENT TO THE SECURED PARTY. THE DEBTOR HEREBY ACKNOWLEDGES AND AGREES THAT THE CHOICE OF FORUM CONTAINED IN THIS SECTION 24 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THE LOAN DOCUMENTS TO ENFORCE THE SAME IN ANY APPROPRIATE JURISDICTION.

25. Integration. This Security Agreement is the entire agreement between the parties relating to this security transaction and it supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the transactions provided for herein.

26. Headings. Section headings used in this Security Agreement are intended for convenience only and shall not affect the meaning or construction of this Security Agreement.

27. Expenses. The Debtor agree to pay to the Secured Party on demand all expenses, including reasonable attorneys' fees and expenses, incurred in enforcing the Secured Party's rights hereunder.

28. Counterparts. This Security Agreement and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Security Agreement or any amendment hereto, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

29. WAIVER OF JURY TRIAL. IN ORDER TO EXPEDITE THE RESOLUTION OF ANY DISPUTES WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED UNDER THIS SECURITY AGREEMENT, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR ANY KIND OR NATURE IN ANY COURT TO WHICH THEY MAY BOTH BE PARTIES, WHETHER ARISING OUT OF, UNDER, OR BY REASON OF THIS SECURITY AGREEMENT OR ANY ASSIGNMENT OR OTHER TRANSACTION BETWEEN THEM OF ANY KIND OR NATURE, AND BOTH PARTIES ACKNOWLEDGE THAT SUCH WAIVER HAS BEEN SPECIFICALLY NEGOTIATED AS PART OF THIS SECURITY AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor, with the intent to be legally bound hereby,
has caused this Security Agreement - Patents, Trademarks and Licenses in favor of the
Secured Party to be duly executed by its duly authorized officers as of the date first
written above.

ATTEST:

HMR ACQUISITION
COMPANY, INC.

By: Jamara Boetsma
Name: Jamara Boetsma
Title: UP Finance

By: B Robert Kill (SEAL)
Name: ROBERT KILL
Title: President

ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On this, the 15th day of January, 2001, before me, a Notary Public, personally appeared B. Robert Kill, who acknowledged himself to be the President of HMR Acquisition Company, Inc., an Indiana corporation, and that he as such President, being authorized to do so, executed the foregoing Security Agreement—Patents, Trademarks and Licenses for the purposes therein contained, by signing the name of such corporation by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Shelly R. Daley
Notary Public

My Commission Expires: 2-9-08

THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:

Thomas S. Galey, Esquire
Buchanan Ingersoll Professional Corporation
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219-1410
(412) 562-3927

SCHEDULE 1

Patents

None

SCHEDULE 2

Trademarks

United States Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Goods/Services</u>
HACIENDA	U.S. Reg. No. 1,331,341	Restaurant and bar services and Design
MARGARITA GARDEN and Design	U.S. Reg. No. 1,262,731	Restaurant and bar services
TACO TALK and Design	U.S. Reg. No. 1,614,844	In-house newsletter relating to Mexican restaurant services
HACIENDA	U.S. Reg. No. 75635976	Restaurant and bar services
HACIENDA	U.S. Reg. No. 75638724	Hot sauce

State Registrations

<u>Mark</u>	<u>Location/Reg. No.</u>	<u>Goods/Services</u>
HACIENDA and Design	Indiana/5009-8123	Restaurant and bar services
HACIENDA and Design	Kentucky/07829	Restaurant and bar services
MARGARITA GARDEN and Design	Kentucky/07830	Restaurant and bar services
FIESTA TO GO and Design	Indiana/1997-0316	Restaurant and bar services
FIESTA TO GO and Design	Michigan/M01-700	Restaurant and bar services
FIESTA TO GO and Design	Illinois/080667	Restaurant and bar services
Ouch-Y-Wa-Wa	Indiana/200-0165	Restaurant and bar services

SCHEDULE 3

Licenses

None