

05-07-2001

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U.S. Department of Commerce



Patent and Trademark Office

To the Honorable Commissioner of Patents and Trade

101702842

ents or copy thereof.

1. Name of conveying party(ies):

Roadhouse Grill, Inc.

4.7701

- Individual
- General Partnership
- Corporation-State: Florida
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Berjaya Group (Cayman) Limited
c/o Meespierson Cayman Limited
Grand Pavillion Commercial Center
Bougainvillea Way
802 West Bay Road
Grand Cayman, Cayman Islands

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Cayman Islands Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: April 14, 2001

4. Application number(s) or registration number(s)

A. Trademark Application No(s): 76/098,034

B. Trademark Registration No(s): 1,936,646; 1,970,970;
2,190,164; 1,974,623; 1,920,512; 1,973,623

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

A. José Cortina, Esq.
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed
- Balance authorized to be charged to deposit account if funds provided are insufficient.

8. Deposit account number: 16-1435

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02 FC:482 150.00 OF

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.

A. José Cortina
Name of Person Signing

[Signature]
Signature

April 25, 2001
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RALLIB01:599932.1

TRADEMARK
REEL: 002287 FRAME: 0553

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 14th day of April, 2001, between **ROADHOUSE GRILL, INC.**, a Florida corporation having its principal place of business at 2703-A Gateway Drive, Pompano Beach, Florida 33069 (the "Company") and **BERJAYA GROUP (CAYMAN) LIMITED**, a Cayman Islands corporation having its registered office at c/o Meespierson Cayman Limited, Grand Pavillion Commercial Center, Bougainvillea Way, 802 West Bay Road, Grand Cayman, Cayman Islands ("Lender").

RECITALS:

WHEREAS, the Company desires to obtain various loans and other financial accommodations ("Obligations") from Lender pursuant to that certain convertible secured promissory note dated as of February 14, 2001, in the face amount of \$1,500,000.00, and made payable by Company to Lender (the "Note"), and that certain security agreement dated as of February 14, 2001, between the Company and Lender (the "Security Agreement") (the Note and Security Agreement, as at any time amended are hereinafter collectively referred to as the "Loan Agreement"); and

WHEREAS, the Lender has made available loans and other financial accommodations to the Company pursuant to the terms of the Loan Agreement; and

WHEREAS, the Company, pursuant to the Loan Agreement, has granted to Lender a lien upon and security interest in the Company's Trademarks (as hereinafter defined); and

WHEREAS, the parties hereto desire to execute this Agreement in order to perfect such lien with the United States Patent and Trademark Office (the "USPTO");

NOW, THEREFORE, for Ten Dollars (\$ 10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. To secure the prompt payment and performance of the Company's various obligations under the Loan Agreement (the "Obligations"), the Company hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (collectively, the "Collateral"):
 - a. any and all trademarks, trademark registrations, service marks, designs, trade names, trade dress, including associated logo, distinctive image designs, business formats, methods, equipment procedures and specifications, and trademark use applications of Company as referenced on **Schedule A** attached hereto and incorporated herein by reference and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages and payments for past or future infringement or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringement or dilution thereof

or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, service marks, designs, trade names, and trademark applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

b. the goodwill of the Company's business connected with and symbolized by each Trademark;

c. all products and proceeds of the foregoing, wherever located, whether now owned or hereafter acquired.

2. The parties hereto acknowledge and agree to the terms and conditions of this Agreement in anticipation of the current and future application, as the case may be, in one or more jurisdictions to the transactions contemplated hereby, of the Article 9 of the Uniform Commercial Code ("Article 9"), as revised in the form or substantially in the form approved by the American Law Institute and the National Conference of Commissioners on Uniform State Law and contained in the 1999 Official Text of the Uniform Commercial Code ("Revised Article 9"). In applying the law of the jurisdiction in which Revised Article 9 may be or currently is in effect, the parties hereto agree that the Collateral shall be defined to include all of the assets of Debtor as specified on Schedule A attached hereto, as such Collateral is or may be defined under both Article 9 and Revised Article 9, as each may be amended from time to time hereafter.

3. The Company hereby represents and warrants that:

a. Each of the registrations for the Collateral (excluding foreign trademarks) is subsisting as of the date hereof and has not been adjudged invalid or unenforceable;

b. Upon filing of this Agreement in the United States Patent and Trademark Office and various state filing offices, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (excluding foreign trademarks), enforceable against Borrower and all third persons in accordance with its terms;

c. To the best of the Company's knowledge, no claim has been made that the use of any of the Collateral does or may violate the rights of any third person;

d. The Company has the unqualified right and authority to enter into this Agreement and perform its terms; and

e. The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, security interests, charges and encumbrances, including pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third persons.

4. The Company hereby covenants and agrees that:

- a. The Company will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement; and
- b. The Company will continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks and will make all appropriate filings with the United States Patent and Trademark Office to maintain the Trademark registrations in existence, including filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law; provided, however, that the Company may abandon a Trademark at any time after receiving the prior written consent of Lender, which consent shall not be unreasonably withheld.
- c. The Company shall at any time and from time to time, whether or not Revised Article 9 in effect in any particular jurisdiction to the transactions contemplated hereby, take such actions, execute such documents, and make such filings as are reasonably necessary for Lender to perfect, and maintain perfection and priority of, the Lender's lien and security interest in the Collateral, including the Trademarks, whether now or hereafter existing, and in anticipation of and following the effectiveness of Revised Article 9 in any particular jurisdiction to the transactions contemplated hereby, as applicable. Without limiting the generality of the foregoing sentence, the Company shall take such actions, execute such documents, and make such filings as are reasonably necessary for Lender to perfect and maintain Lender's lien and security interest in the Trademarks described on **Schedule A** attached hereto in accordance with the requirements of Article 9 and Revised Article 9. The Company's failure to promptly do so within sixty (60) days of the date of this Agreement and within sixty (60) days of the adoption of Revised Article 9 in any one or more of the jurisdictions to the transactions contemplated hereby shall be a breach of this Agreement and therefore shall constitute a default under the Loan Documents.
5. The Company agrees that, until all of the Obligations have been satisfied in full and the Loan Documents terminated, it will not enter into any agreement (including any license agreement) which is inconsistent with the Company's duties under this Agreement.
6. If, before the Obligations have been satisfied in full and the Loan Documents terminated, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.
7. The Company authorizes Lender to unilaterally modify this Agreement by amending **Schedule A** hereto to include any future trademarks and trademark applications within the definition of Trademarks under Section 1 hereof. The Company ratifies and adopts all such modifications and agrees that all such modifications shall be deemed to be the acts of the Company for all purposes. The Lender shall promptly provide the Company with a copy of **Schedule A** hereto as amended from time to time pursuant to this Section 6.

8. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following after the occurrence of a default or event of default under this Agreement and any of the Loan Documents (each, a "Default" and "Event of Default", respectively): to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or entity, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other person or entity. The Company 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 all of the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated.
9. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Documents shall have been terminated, Lender shall execute and deliver to the Company, without representation, warranty or recourse, at the Company's sole expense, all releases and other instruments necessary to terminate Lender's security interest in the Collateral, subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement, the Loan Agreement or any other Loan Document.
10. The Company shall use its reasonable efforts to detect any infringement of the Collateral and shall notify Lender in writing of any and all infringements detected.
11. If the Company fails to comply with any of its Obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Company's name or in Lender's name, but at the Company's sole expense, and the Company agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees and legal expenses, incurred by Lender in prosecuting, defending or maintaining the Collateral or Lender's interest therein pursuant to this Agreement.
12. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
13. All of Lender's rights and remedies with respect to the Collateral, whether established by this Agreement, by the Loan Agreement, by any other Loan Document or by applicable law shall be cumulative and may be exercised singularly or concurrently. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any other Loan Document, the terms of the Agreement shall prevail and govern with respect to the Collateral.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof; in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
15. This Agreement is subject to modification only by a writing signed by both of the parties hereto.
16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender, which consent shall not unreasonably be withheld.
17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

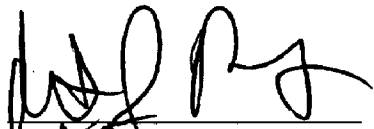
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement* under seal as of the year and day first above written.

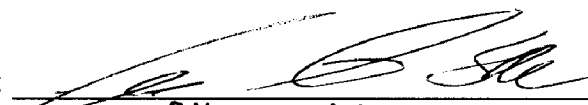
COMPANY:

ROADHOUSE GRILL, INC., a Florida corporation

ATTEST:



Secretary


By: 

Name: AYMAN SABI
Title: PRESIDENT/CEO

[CORPORATE SEAL]

LENDER:

BERJAYA GROUP (CAYMAN) LIMITED

By: 

Name: KOLKAY LEE
Title: AUTHORIZED SIGNATORY

*This Agreement is the document that creates and attaches a lien in and to the Trademarks of the Company in order to satisfy the procedural filing requirements of the United States Patent and Trademark Office for the filing of such lien instruments, which filing requirements specify that lien instruments affecting trademarks be filed with the USPTO be in the form of this Agreement.

SCHEDULE A

I. Registered Trademarks with the United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
“Roadhouse Grill” (and design)	1,936,646	November 21, 1995
Design (as trademark)	1,970,970	April 30, 1996
“Roadhouse” (as service mark)	2,190,164	September 22, 1998
“Cowboy Jim”	1,974,623	May 21, 1996
“Good Food And A Smile... That’s Roadhouse Style”	1,920,512	September 19, 1995
“Roadhouse Grill” (and design)	1,973,623	May 14, 1996
“Roadhouse Grill, Inc” (and design)	T93,874 (Florida)	July 22, 1993

II. Pending Trademark Use Applications with the United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
“Roadhouse Grill”	76-098,034	July 27, 2000