

05-30-2001

D
Docket No.:

BAN207



101733654

Tab settings → → → ▼
To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Houlihan's Restaurants, Inc. 5-2261

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

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

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

Name: **Fleet National Bank**

Internal Address:

Street Address: **100 Federal Street**

City: **Boston** State: **MA** ZIP: **02110**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **A National Banking Association**

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
- Security Agreement
- Other **First Amendment to Trademark Collateral Security and Pledge Agreement**
- Merger
- Change of Name

Execution Date: **April 17, 2001**

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

A. Trademark Application No.(s)

76/220,412 76/211,611

B. Trademark Registration No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

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

Name: **Barry Bumgardner**

Internal Address:

Street Address: **2001 Ross Ave., Suite 3700**

City: **Dallas** State: **TX** ZIP: **75201**

6. Total number of applications and registrations involved:.....

33

7. Total fee (37 CFR 3.41):.....\$ **\$840.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0365



05-22-2001

U.S. Patent & TMO/TM Mail Rept Dt #73

DO NOT USE THIS SPACE

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.

Barry Bumgardner

Name of Person Signing

Signature

May 18, 2001

Date

AUA

Total number of pages including cover sheet, attachments, and document:

31

HOULIHAN'S OF UNION STATION, INC.
HOULIHAN'S OF FARMINGDALE, INC.
HOULIHAN'S BERGEN COUNTY, INC.
HOULIHAN'S/MARYLAND, INC.
HOULIHAN'S OF INDIANAPOLIS, INC.
HOULIHAN'S/MILWAUKEE, INC.
HOULIHAN'S OF CALIFORNIA, INC.
HOULIHAN'S/SAN FRANCISCO, INC.
RESTAURANT SUPPLY, INC.
RED STEER, INC.
SAM WILSON'S/KANSAS, INC.
DARRYL'S OF KISSIMMEE, INC.
DARRYL'S OF ST. LOUIS COUNTY, INC.
DARRYL'S OF OVERLAND PARK, INC.

SCHEDULE A

**FIRST AMENDMENT TO TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

Trademarks and Trademark Registration¹

<u>Trademark or Service Mark</u>	Federal Registrations --	
	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
PHINEAS PRIME RIB	1,021,255	Sept. 23, 1975
HOULIHAN'S OLD PLACE	1,050,344	Oct. 12, 1976
DARRYL'S	1,129,719	Jan. 22, 1980
HOULIHAN'S OLD PLACE and design	1,130,582	Feb. 5, 1980
GR and design	1,130,583	Feb 5, 1980
DEVON BAR & GRILL	1,363,864	Oct. 1, 1985
BRAXTON SEAFOOD GRILL and design	1,566,527	Nov. 14, 1989
BRAXTON SEAFOOD GRILL & CHOPHOUSE and design	1,617,171	Oct. 9, 1990
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,634,494	Feb. 5, 1991
HOULIHAN'S	1,675,147	Feb. 11, 1992
HOULIHAN'S	1,835,780	May 10, 1994
GR and design	1,852,768	Sept. 6, 1994
CAMP HOULI	1,856,104	Sept. 27, 1994
THE PIG POUNDER	1,864,879	Nov. 29, 1994
DARRYL'S ORIGINAL PREMIUM LAGER BEER and design	1,864,880	Nov. 29, 1994

<u>Trademark or Service Mark</u>	Federal Registrations --	
	<u>Registration No.</u>	<u>Registration Date</u>
KAMIKAZE	1,877,818	Feb. 7, 1995
HONCHORITA	1,930,711	Oct. 31, 1995
A CELEBRATION OF THE SOUTH	1,933,273	Nov. 7, 1995
ROADSIDE	1,943,986	Dec. 26, 1995
CHARLESTON CHOCOLATE CHIP PIE	1,962,721	Mar. 19, 1996
CHARLESTON CHOCOLATE CHIP PIE	1,975,716	May 28, 1996
HOULIHAN'S and design	1,984,915	July 9, 1996
JG J. GILBERT'S WOOD-FIRED STEAKS	2,011,988	Oct. 29, 1996
HOULIHAN'S	2,018,664	Nov. 26, 1996
BEST GUEST	2,100,677	Sept. 30, 1997
J. GILBERT'S	2,129,750	Jan. 20, 1998
H and design	2,274,633	Aug. 31, 1999
FRESH. NOT FORMULA	2,278,205	Sept. 14, 1999
HOULIHAN'S	2,285,522	Oct. 12, 1999
J. GILBERT'S WOOD-FIRED GRILL	2,298,974	Dec. 7, 1999
WHAT A GREAT IDEA!	2,377,318	Aug. 15, 2000

<u>Trademark or Service Mark</u>	Pending Federal Applications --	
	<u>Serial No.</u>	<u>Filing Date</u>
BRAXTON SEAFOOD GRILL	76/220,412	Mar. 5, 2001
GREAT FOOD NEVER GOES OUT OF STYLE	76/211,611	Mar. 8, 2001

FIRST AMENDMENT TO TRADEMARK

COLLATERAL SECURITY AND PLEDGE AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "**Amendment**"), dated as of April 17, 2001, by and among (a) **HOULIHAN'S RESTAURANTS, INC.**, a Delaware corporation, **HOULIHAN'S OF UNION STATION, INC.**, a Missouri corporation, **HOULIHAN'S OF FARMINGDALE, INC.**, a Missouri corporation, **HOULIHAN'S/BERGEN COUNTY, INC.**, a New Jersey corporation, **HOULIHAN'S/MARYLAND, INC.**, a Maryland corporation, **HOULIHAN'S OF INDIANAPOLIS, INC.**, an Indiana corporation, **HOULIHAN'S/MILWAUKEE, INC.**, a Wisconsin corporation, **HOULIHAN'S OF CALIFORNIA, INC.**, a California corporation, **HOULIHAN'S/SAN FRANCISCO, INC.**, a California corporation, **RESTAURANT SUPPLY, INC.**, a Missouri corporation, **RED STEER, INC.**, a Missouri corporation, **SAM WILSON'S/KANSAS, INC.**, a Kansas corporation, **DARRYL'S OF KISSIMMEE, INC.**, a Missouri corporation, **DARRYL'S OF ST. LOUIS COUNTY, INC.**, a Missouri corporation, **DARRYL'S OF OVERLAND PARK, INC.**, a Kansas corporation (each an "**Assignor**" collectively, the "**Assignors**"), and (b) **FLEET NATIONAL BANK**, successor-in-interest to BankBoston, N.A., as agent and administrative agent ("**Agent**") for itself and such other lending institutions agent (collectively, the "**Banks**") which are or may become parties to the Amended and Restated Credit Agreement of even date herewith (as amended and in effect from time to time, the "**Credit Agreement**").

RECITALS:

A. The Assignors, Houlihan's Restaurant Group, Inc., a Delaware corporation ("**Guarantor**"), the Banks, and the Agent have previously entered into that certain Revolving Credit and Term Loan Agreement dated as of June 29, 1998, as amended by that certain (a) Waiver and Amendment No. 1 to Credit and Term Loan Agreement dated July 29, 1998, by and among the Assignors, Guarantor, Agent and Banks, (b) Amendment No. 2 to Revolving Credit and Term Loan Agreement dated as of September 11, 1998, by and among the Assignors, Guarantor, Agent and Banks, and (c) Amendment No. 3 to Revolving Credit and Term Loan Agreement and Limited Waiver Regarding Financial Covenants dated as of December 24, 1999, by and among the Assignors, Guarantor, Agent and Banks (as amended, the "**Existing Credit Agreement**").

B. Pursuant to the Existing Credit Agreement, the Assignors have executed that certain Trademark Collateral Security and Pledge Agreement dated June 29, 1998 in favor of the Agent for the ratable benefit of the Banks (as amended, the "**Trademark Agreement**").

C. The Borrowers have defaulted under the Existing Credit Agreement and have requested the Agent and the Banks to restructure their outstanding indebtedness to the Bank. In consideration of the Guarantor and Assignors receiving a cash equity infusion of not less than \$4,000,000 and the conversion of subordinated debt into preferred stock of the Guarantor, the Banks are willing to restructure, modify and continue, but not extinguish, the indebtedness outstanding under the Existing Credit Agreement pursuant to the terms and conditions of the Credit Agreement.

D. As a condition to the execution of the Credit Agreement, the Assignors and the Agent now desire to amend the Trademark Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Trademark Agreement; as amended hereby.

ARTICLE 2 AMENDMENT

Section 2.1 Credit Agreement. Effective as of the date hereof, each reference to the Existing Credit Agreement in the Trademark Agreement shall be deemed a reference to the Credit Agreement, as the same may be amended, supplemented or modified from time to time.

Section 2.2 Schedule A. Effective as of the date hereof, Schedule A to the Trademark Agreement is hereby replaced with Schedule A attached hereto.

Section 2.3 Exhibit 1. Effective as of the date hereof, Exhibit 1 to the Trademark Agreement is hereby replaced with Exhibit 1 attached hereto.

Section 2.4 Notices. Effective as of the date hereof, all notices to Agent shall be sent in the manner and to the address provided in the Trademark Agreement, except such notices shall be addressed to the attention of: Peter D. Haley.

ARTICLE 3 RATIFICATIONS, REPRESENTATIONS AND WARRANTIES

Section 3.1 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Agreement are ratified and confirmed and shall continue in full force and effect. The Assignors and the Agent agree that the Trademark Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

Section 3.2 Representations and Warranties. The Assignors hereby represent and warrant to Agent that (a) the representations and warranties contained in the Trademark Agreement, as amended hereby, are true and correct on and as of the date hereof as though made on and as of the date hereof, and (b) the Assignor's are in full compliance in all material respects with all covenants and agreements contained in the Trademark Agreement, as amended hereby.

ARTICLE 4
NO WAIVER

Nothing contained in this Amendment shall be construed as a waiver by the Agent of any covenant or provision of the Trademark Agreement, the other Loan Documents (as defined in the Credit Agreement), or of any other contract or instrument between the Assignors and the Agent, and the failure of the Agent at any time or times hereafter to require strict performance by the Assignors of any provision thereof shall not waive, affect or diminish any right of the Agent to thereafter demand strict compliance therewith. The Agent hereby reserves all rights granted under the Trademark Agreement, the other Loan Documents, this Amendment and any other contract or instrument between the Assignors and the Agent.

ARTICLE 5
MISCELLANEOUS

Section 5.1 Survival of Representations and Warranties. All representations and warranties made in this Amendment including any Loan Document furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by the Agent or any closing shall affect the representations and warranties or the right of the Agent to rely upon them.

Section 5.2 Reference to Trademark Agreement. Each of the Loan Documents, including the Trademark Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Trademark Agreement as amended hereby, are hereby amended so that any reference in such Loan Documents to the Trademark Agreement shall mean a reference to the Trademark Agreement as amended hereby.

Section 5.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 5.4 Applicable Law. This Amendment and all other Loan Documents executed pursuant hereto shall be governed by and construed in accordance with the laws of the State of New York.

Section 5.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Agent and the Assignors and their respective successors and assigns, except the Assignors may not assign or transfer any of his or her rights or obligations hereunder without the prior written consent of the Agent.

Section 5.6 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

Section 5.7 Effect of Waiver. No consent or waiver, express or implied, by the Agent to or for any breach of or deviation from any covenant, condition or duty by the Assignors shall

be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 5.8 Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

Section 5.9 ENTIRE AGREEMENT. THE TRADEMARK AGREEMENT, THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Executed as of the date first written above.

ASSIGNORS:

HOULIHAN'S RESTAURANTS, INC.
HOULIHAN'S OF UNION STATION, INC.
HOULIHAN'S OF FARMINGDALE, INC.
HOULIHAN'S BERGEN COUNTY, INC.
HOULIHAN'S/MARYLAND, INC.
HOULIHAN'S OF INDIANAPOLIS, INC.
HOULIHAN'S/MILWAUKEE, INC.
HOULIHAN'S OF CALIFORNIA, INC.
HOULIHAN'S/SAN FRANCISCO, INC.
RESTAURANT SUPPLY, INC.
RED STEER, INC.
SAM WILSON'S/KANSAS, INC.
DARRYL'S OF KISSIMMEE, INC.
DARRYL'S OF ST. LOUIS COUNTY, INC.
DARRYL'S OF OVERLAND PARK, INC.

By: *Suzanne M. Hopgood*
Name: Suzanne M. Hopgood
Title: President/CEO

AGENT:

FLEET NATIONAL BANK, as successor-in-interest to Bank Boston, N.A., Agent

By: _____
Name: _____
Title: _____

Executed as of the date first written above.

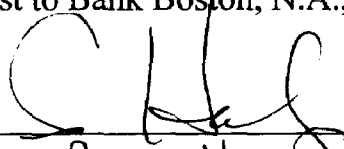
ASSIGNORS:

HOULIHAN'S RESTAURANTS, INC.
HOULIHAN'S OF UNION STATION, INC.
HOULIHAN'S OF FARMINGDALE, INC.
HOULIHAN'S BERGEN COUNTY, INC.
HOULIHAN'S/MARYLAND, INC.
HOULIHAN'S OF INDIANAPOLIS, INC.
HOULIHAN'S/MILWAUKEE, INC.
HOULIHAN'S OF CALIFORNIA, INC.
HOULIHAN'S/SAN FRANCISCO, INC.
RESTAURANT SUPPLY, INC.
RED STEER, INC.
SAM WILSON'S/KANSAS, INC.
DARRYL'S OF KISSIMMEE, INC.
DARRYL'S OF ST. LOUIS COUNTY, INC.
DARRYL'S OF OVERLAND PARK, INC.

By: _____
Name: _____
Title: _____

AGENT:

FLEET NATIONAL BANK, as successor-in-interest to Bank Boston, N.A., Agent

By:  _____
Name: PETER HALLEY
Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Missouri)

)ss.

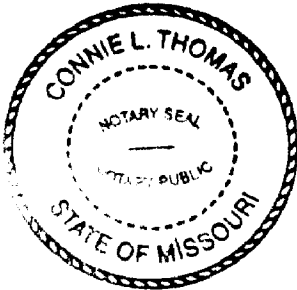
COUNTY OF Jackson)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of April, 2001 personally appeared Suzanne Hopgood to me known personally, and who, being by me duly sworn, deposes and says that she is the President/CEO of Houlihan's Restaurants, Inc., Houlihan's of Union Station, Inc., Houlihan's of Farmingdale, Inc., Houlihan's/Bergen County, Inc., Houlihan's/Maryland, Inc., Houlihan's of Indianapolis, Inc., Houlihan's/Milwaukee, Inc., Houlihan's of California, Inc., Houlihan's/San Francisco, Inc., Restaurant Supply, Inc., Red Steer, Inc., Sam Wilson's/Kansas, Inc., Darryl's of Kissimmee, Inc., Darryl's of St. Louis County, Inc. and Darryl's of Overland Park, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Suzanne Hopgood acknowledged said instrument to be the free act and deed of said corporation.

Connie L Thomas

Notary Public

My Commission expires: 4/26/04



CONNIE L. THOMAS
Notary Public - State of Missouri
JACKSON COUNTY
My Commission Expires 4/26/04

SCHEDULE A

TRADEMARKS AND TRADE MARK REGISTRATIONS

[TO BE ATTACHED]

SCHEDULE A

**FIRST AMENDMENT TO TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

Trademarks and Trademark Registration¹

<u>Trademark or Service Mark</u>	Federal Registrations --	
	<u>Registration No.</u>	<u>Registration Date</u>
PHINEAS PRIME RIB	1,021,255	Sept. 23, 1975
HOULIHAN'S OLD PLACE	1,050,344	Oct. 12, 1976
DARRYL'S	1,129,719	Jan. 22, 1980
HOULIHAN'S OLD PLACE and design	1,130,582	Feb. 5, 1980
GR and design	1,130,583	Feb 5, 1980
DEVON BAR & GRILL	1,363,864	Oct. 1, 1985
BRAXTON SEAFOOD GRILL and design	1,566,527	Nov. 14, 1989
BRAXTON SEAFOOD GRILL & CHOPHOUSE and design	1,617,171	Oct. 9, 1990
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,634,494	Feb. 5, 1991
HOULIHAN'S	1,675,147	Feb. 11, 1992
HOULIHAN'S	1,835,780	May 10, 1994
GR and design	1,852,768	Sept. 6, 1994
CAMP HOULI	1,856,104	Sept. 27, 1994
THE PIG POUNDER	1,864,879	Nov. 29, 1994
DARRYL'S ORIGINAL PREMIUM LAGER BEER and design	1,864,880	Nov. 29, 1994

¹ Each of the federal, state and foreign trademarks, trademark registrations and applications therefor set forth in this Schedule A are held by Houlihan's Restaurants, Inc.

² The federal trademarks Buena Vista (No. 1,185,229) and The Buena Vista and design (No. 1,273,936) have been sold.

Federal Registrations --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KAMIKAZE	1,877,818	Feb. 7, 1995
HONCHORITA	1,930,711	Oct. 31, 1995
A CELEBRATION OF THE SOUTH	1,933,273	Nov. 7, 1995
ROADSIDE	1,943,986	Dec. 26, 1995
CHARLESTON CHOCOLATE CHIP PIE	1,962,721	Mar. 19, 1996
CHARLESTON CHOCOLATE CHIP PIE	1,975,716	May 28, 1996
HOULIHAN'S and design	1,984,915	July 9, 1996
JG J. GILBERT'S WOOD-FIRED STEAKS	2,011,988	Oct. 29, 1996
HOULIHAN'S	2,018,664	Nov. 26, 1996
BEST GUEST	2,100,677	Sept. 30, 1997
J. GILBERT'S	2,129,750	Jan. 20, 1998
H and design	2,274,633	Aug. 31, 1999
FRESH. NOT FORMULA	2,278,205	Sept. 14, 1999
HOULIHAN'S	2,285,522	Oct. 12, 1999
J. GILBERT'S WOOD-FIRED GRILL	2,298,974	Dec. 7, 1999
WHAT A GREAT IDEA!	2,377,318	Aug. 15, 2000

Pending Federal Applications --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BRAXTON SEAFOOD GRILL	76/220,412	Mar. 5, 2001
GREAT FOOD NEVER GOES OUT OF STYLE	76/211,611	Mar. 8, 2001

State Registrations --
State

<u>Trademark or Service Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
----------------------------------	--------------	-------------------------	--------------------------

<u>Trademark or Service Mark</u>	<u>State</u>	State Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S	Alabama	105-449	Aug. 14, 1992
HOULIHAN'S	Arizona	029347	Feb. 20, 1991
HOULIHAN'S OLD PLACE	Arizona	062865	Nov. 1, 1985
THE BUENA VISTA	California	9687	May 12, 1980
HOULIHAN'S OLD PLACE	California	24506	Oct. 3, 1985
HOULIHAN'S	California	38740	June 24, 1991
BUENA VISTA	California	61423	Apr. 22, 1980
HOULIHAN'S OLD PLACE	Colorado	T29398	Sept. 26, 1985
HOULIHAN'S (w/stylized lettering)	Colorado	911010769	Feb. 21, 1991
HOULIHAN'S	Colorado	911010770	Feb. 21, 1991
CHARLEY'S PLACE	Connecticut	7198	Jun. 2, 1988
CHARLEY'S PLACE	Connecticut	20521	Jul 27, 1998
J. GILBERT'S WOOD-FIRED STEAKS and design	Connecticut	20174	May 13, 1997
DARRYL'S	Florida	T16093	Aug. 2, 1992
HOULIHAN'S	Florida	T14243	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Florida	925360	Oct. 20, 1981
HOULIHAN'S	Georgia	S-10740	Apr. 9, 1991
HOULIHAN'S OLD PLACE	Georgia	S-6190	Oct. 17, 1985
CHEQUERS BAR & GRILL	Georgia	S-3118	Nov. 8, 1983
HOULIHAN'S OLD PLACE	Illinois	57197	Sept. 24, 1985
BRAXTON SEAFOOD GRILL	Illinois	063948	Feb. 21, 1989
HOULIHAN'S	Illinois	068114	Feb. 21, 1991

<u>Trademark or Service Mark</u>	<u>State</u>	<u>State Registrations --</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S	Indiana	5010-1498	Aug. 14, 1992
HOULIHAN'S	Indiana	5010-0600	Feb. 28, 1991
HOULIHAN'S OLD PLACE	Indiana	50096884	Sept. 25, 1985
BRISTOL BAR & GRILL	Kansas	N/A	Apr. 21, 1997
DARRYL'S	Kansas	N/A	Jul. 31, 1992
HOULIHAN'S	Kansas	N/A	Feb. 18, 1991
DARRYL'S	Kentucky	10345	Aug. 12, 1992
HOULIHAN'S OLD PLACE	Louisiana	43-1772	Sept. 5, 1985
HOULIHAN'S	Louisiana	49-0738	Feb. 18, 1991
HOULIHAN'S	Maryland	1991-S2694	Feb. 21, 1991
PHINEAS	Maryland	1992-S2991	Aug. 24, 1992
HOULIHAN'S OLD PLACE	Maryland	1985-S1584	Nov. 1, 1985
HOULIHAN'S OLD PLACE	Maryland	1995-S3463	Nov. 1, 1985
HOULIHAN'S	Maryland	45177	Feb. 22, 1991
HOULIHAN'S OLD PLACE	Massachusetts	51663	Sept. 12, 1995
HOULIHAN'S OLD PLACE	Michigan	M39-046	Oct. 2, 1985
BRISTOL BAR & GRILL	Missouri	S7473	Sept. 16, 1982
DARRYL'S	Missouri	S12041	Aug. 6, 1992
HOULIHAN'S	Missouri	S11360	Feb. 21, 1991
HOULIHAN'S OLD PLACE	Missouri	S8799	Sept. 9, 1985
HOULIHAN'S	Nevada	28-768	Jan. 24, 1996
HOULIHAN'S OLD PLACE	New Jersey	5250	Aug. 16, 1984

<u>Trademark or Service Mark</u>	<u>State</u>	State Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	New Jersey	9762	Mar. 14, 1991
HOULIHAN'S OLD PLACE	New York	S-14282	Sept. 10, 1984
HOULIHAN'S	New York	S-12521	Apr. 15, 1991
HOULIHAN'S	North Carolina	T-11864	Jan. 15, 1996
DARRYL'S 1849	North Carolina	1661	May 3, 1972
DARRYL'S 1906	North Carolina	1662	May 3, 1972
DARRYL'S 1913	North Carolina	3115	Jul. 13, 1978
DARRYL'S 1808	North Carolina	3116	Jul. 13, 1978
DARRYL'S 1890	North Carolina	3117	Jul. 13, 1978
DARRYL'S 1907	North Carolina	3118	Jul. 13, 1978
DARRYL'S	North Carolina	3120	Jul. 13, 1978
HOULIHAN'S	North Dakota	11362300	May 29, 1996
HOULIHAN'S OLD PLACE	Ohio	SM63057	Sept. 23, 1985
HOULIHAN'S	Ohio	67160	Feb. 19, 1991
HOULIHAN'S	Oregon	S30542	May 9, 1996
HOULIHAN'S (w/stylized lettering)	Pennsylvania	N/A	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Pennsylvania	S454765	Aug. 2, 1984
HOULIHAN'S	Puerto Rico	35556	March 1996
HOULIHAN'S	South Carolina	N/A	Jun. 2, 1997
DARRYL'S	Tennessee	N/A	Aug. 5, 1992
HOULIHAN'S OLD PLACE	Texas	45566	Oct. 28, 1995
HOULIHAN'S	Texas	51042	Apr. 26, 1991

<u>Trademark or Service Mark</u>	<u>State</u>	State Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
CHARLEY'S PLACE	Virginia	N/A	Mar. 8, 1988
HOULIHAN'S OLD PLACE	Virginia	0317	Oct. 2, 1985
HOULIHAN'S	Virginia	3938A	Feb. 20, 1991
DARRYL'S	Virginia	0920811 A4529	Aug. 11, 1992
CRINKLE STEAKS	Washington	9405	Aug. 26, 1975
HOULIHAN'S	Washington	26065	May 27, 1997
HOULIHAN'S	Wisconsin	N/A	Jul. 22, 1992
HOULIHAN'S OLD PLACE	Wisconsin	N/A	Oct. 30, 1985

<u>Trademark or Service Mark</u>	<u>Country</u>	Foreign Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	Argentina	1,633,764	May 27, 1997
HOULIHAN'S	Australia	636,575	Aug. 2, 1994
HOULIHAN'S OLD PLACE and design	Brunei	20,969	Aug. 23, 1994
HOULIHAN'S	China	772,890	Nov. 28, 1994
HOULIHAN'S	Columbia	190,626	Oct. 31, 1996
HOULIHAN'S	Dominican Republic	85,346	Aug. 15, 1996
HOULIHAN'S	European Community	139741	June 19, 1998
HOULIHAN'S OLD PLACE and design	European Community	139675	July 6, 1998
DARRYL'S (CLASS 16)	Great Britain	1,165,832	Dec. 3, 1981
DARRYL'S (CLASS 29)	Great Britain	1,165,833	Dec. 3, 1981

<u>Trademark or Service Mark</u>	<u>Country</u>	Foreign Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S (CLASS 33)	Great Britain	1,165,834	Dec. 3, 1981
HOULIHAN'S OLD PLACE and design	Hong Kong	00,677	Aug. 5, 1994
HOULIHAN'S OLD PLACE	Hong Kong	06,547	Jan. 25, 1995
HOULIHAN'S	Hong Kong	06,548	Jan. 25, 1995
HOULIHAN'S	Indonesia	321,086	Sept. 22, 1993
HOULIHAN'S	Japan	3,315,844	May 30, 1997
HOULIHAN'S	Korea	25,662	Jan. 14, 1995
HOULIHAN'S OLD PLACE and design	Malaysia	94/07,043	Jul. 17, 1997
HOULIHAN'S OLD PLACE and design	New Zealand	239,490	Sept. 12, 1997
HOULIHAN'S	Philippines	89,124	Dec. 17, 1997
HOULIHAN'S	Taiwan (R.O.C.)	82,490	Apr. 16, 1996
HOULIHAN'S	Thailand	SN2060	Nov. 19, 1993
HOULIHAN'S	Uruguay	286,582	information pending

<u>Trademark or Service Mark</u>	<u>Country</u>	Pending Foreign Registrations --	
		<u>Application No.</u>	<u>Application Date</u>
HOULIHAN'S	Brazil	819219681	Apr. 16, 1996
HOULIHAN'S	Chile	pending	pending
HOULIHAN'S	Japan	5-65884	Jun. 29, 1993
HOULIHAN'S	Mexico	278014	Oct. 25, 1996
HOULIHAN'S and design	Mexico	278015	Oct. 25, 1996

Pending Foreign Registrations --
Foreign

<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
HOULIHAN'S and design	Mexico	278016	Oct. 25, 1996
HOULI'S CANCUN	Mexico	291052	Mar. 31, 1997
HOULI'S	Mexico	291053	Mar. 31, 1997
BRANDON'S	Mexico	299383	Jun. 25, 1997
HOULIHAN'S OLD PLACE and design	Philippines	95339	Sept. 21, 1994
HOULIHAN'S	Singapore	6969/94	Aug. 21, 1994

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, HOULIHAN'S RESTAURANTS, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 2 Emanuel Cleaver II Boulevard, Kansas City, Missouri 64112 Attention: Chief Financial Officer (the "**Assignor**"), has adopted and used and is using the trademarks and service marks (the "**Marks**") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office and certain other jurisdictions identified on such Annex; and

WHEREAS, FLEET NATIONAL BANK, a national banking association having a place of business at 100 Federal Street, Boston, MA 02110 (the "**Assignee**"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefore:

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, 200__.

HOULIHAN'S RESTAURANTS, INC.

By: _____
Name: _____
Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefore by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 200__.

FLEET NATIONAL BANK

By: _____
Name: _____
Title: _____

COMMONWEALTH OR STATE OF _____)

)

COUNTY OF _____)

On this the _____ day of _____, 200__, before me appeared _____, the person who signed this instrument, who acknowledged that he is the _____ HOULIHAN'S RESTAURANTS, INC. and that being duly authorized he signed such instrument as a free act on behalf of HOULIHAN'S RESTAURANTS, INC.

Notary Public
My Commission expires:

ANNEX

TRADEMARKS AND TRADEMARK REGISTRATIONS

[TO BE ATTACHED]

Annex

Trademarks and Trademark Registration¹

<u>Trademark or Service Mark</u>	Federal Registrations --	
	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
PHINEAS PRIME RIB	1,021,255	Sept. 23, 1975
HOULIHAN'S OLD PLACE	1,050,344	Oct. 12, 1976
DARRYL'S	1,129,719	Jan. 22, 1980
HOULIHAN'S OLD PLACE and design	1,130,582	Feb. 5, 1980
GR and design	1,130,583	Feb 5, 1980
DEVON BAR & GRILL	1,363,864	Oct. 1, 1985
BRAXTON SEAFOOD GRILL and design	1,566,527	Nov. 14, 1989
BRAXTON SEAFOOD GRILL & CHOPHOUSE and design	1,617,171	Oct. 9, 1990
BRAXTON SEAFOOD GRILL & CHOPHOUSE	1,634,494	Feb. 5, 1991
HOULIHAN'S	1,675,147	Feb. 11, 1992
HOULIHAN'S	1,835,780	May 10, 1994
GR and design	1,852,768	Sept. 6, 1994
CAMP HOULI	1,856,104	Sept. 27, 1994
THE PIG POUNDER	1,864,879	Nov. 29, 1994
DARRYL'S ORIGINAL PREMIUM LAGER BEER and design	1,864,880	Nov. 29, 1994
KAMIKAZE	1,877,818	Feb. 7, 1995

¹ Each of the federal, state and foreign trademarks, trademark registrations and applications therefor set forth in this Exhibit A are held by Houlihan's Restaurants, Inc.

² The federal trademarks Buena Vista (No. 1,185,229) and The Buena Vista and design (No. 1,273,936) have been sold.

Federal Registrations --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HONCHORITA	1,930,711	Oct. 31, 1995
A CELEBRATION OF THE SOUTH	1,933,273	Nov. 7, 1995
ROADSIDE	1,943,986	Dec. 26, 1995
CHARLESTON CHOCOLATE CHIP PIE	1,962,721	Mar. 19, 1996
CHARLESTON CHOCOLATE CHIP PIE	1,975,716	May 28, 1996
HOULIHAN'S and design	1,984,915	July 9, 1996
JG J. GILBERT'S WOOD-FIRED STEAKS	2,011,988	Oct. 29, 1996
HOULIHAN'S	2,018,664	Nov. 26, 1996
BEST GUEST	2,100,677	Sept. 30, 1997
J. GILBERT'S	2,129,750	Jan. 20, 1998
H and design	2,274,633	Aug. 31, 1999
FRESH. NOT FORMULA	2,278,205	Sept. 14, 1999
HOULIHAN'S	2,285,522	Oct. 12, 1999
J. GILBERT'S WOOD-FIRED GRILL	2,298,974	Dec. 7, 1999
WHAT A GREAT IDEA!	2,377,318	Aug. 15, 2000

Pending Federal Applications --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BRAXTON SEAFOOD GRILL	76/220,412	Mar. 5, 2001
GREAT FOOD NEVER GOES OUT OF STYLE	76/211,611	Mar. 8, 2001

State Registrations --
State

<u>Trademark or Service Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
DARRYL'S	Alabama	105-449	Aug. 14, 1992

<u>Trademark or Service Mark</u>	<u>State</u>	<u>State Registrations --</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	Arizona	029347	Feb. 20, 1991
HOULIHAN'S OLD PLACE	Arizona	062865	Nov. 1, 1985
THE BUENA VISTA	California	9687	May 12, 1980
HOULIHAN'S OLD PLACE	California	24506	Oct. 3, 1985
HOULIHAN'S	California	38740	June 24, 1991
BUENA VISTA	California	61423	Apr. 22, 1980
HOULIHAN'S OLD PLACE	Colorado	T29398	Sept. 26, 1985
HOULIHAN'S (w/stylized lettering)	Colorado	911010769	Feb. 21, 1991
HOULIHAN'S	Colorado	911010770	Feb. 21, 1991
CHARLEY'S PLACE	Connecticut	7198	Jun. 2, 1988
CHARLEY'S PLACE	Connecticut	20521	Jul 27, 1998
J. GILBERT'S WOOD-FIRED STEAKS and design	Connecticut	20174	May 13, 1997
DARRYL'S	Florida	T16093	Aug. 2, 1992
HOULIHAN'S	Florida	T14243	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Florida	925360	Oct. 20, 1981
HOULIHAN'S	Georgia	S-10740	Apr. 9, 1991
HOULIHAN'S OLD PLACE	Georgia	S-6190	Oct. 17, 1985
CHEQUERS BAR & GRILL	Georgia	S-3118	Nov. 8, 1983
HOULIHAN'S OLD PLACE	Illinois	57197	Sept. 24, 1985
BRAXTON SEAFOOD GRILL	Illinois	063948	Feb. 21, 1989
HOULIHAN'S	Illinois	068114	Feb. 21, 1991
DARRYL'S	Indiana	5010-1498	Aug. 14, 1992

<u>Trademark or Service Mark</u>	<u>State</u>	State Registrations --	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	Indiana	5010-0600	Feb. 28, 1991
HOULIHAN'S OLD PLACE	Indiana	50096884	Sept. 25, 1985
BRISTOL BAR & GRILL	Kansas	N/A	Apr. 21, 1997
DARRYL'S	Kansas	N/A	Jul. 31, 1992
HOULIHAN'S	Kansas	N/A	Feb. 18, 1991
DARRYL'S	Kentucky	10345	Aug. 12, 1992
HOULIHAN'S OLD PLACE	Louisiana	43-1772	Sept. 5, 1985
HOULIHAN'S	Louisiana	49-0738	Feb. 18, 1991
HOULIHAN'S	Maryland	1991-S2694	Feb. 21, 1991
PHINEAS	Maryland	1992-S2991	Aug. 24, 1992
HOULIHAN'S OLD PLACE	Maryland	1985-S1584	Nov. 1, 1985
HOULIHAN'S OLD PLACE	Maryland	1995-S3463	Nov. 1, 1985
HOULIHAN'S	Maryland	45177	Feb. 22, 1991
HOULIHAN'S OLD PLACE	Massachusetts	51663	Sept. 12, 1995
HOULIHAN'S OLD PLACE	Michigan	M39-046	Oct. 2, 1985
BRISTOL BAR & GRILL	Missouri	S7473	Sept. 16, 1982
DARRYL'S	Missouri	S12041	Aug. 6, 1992
HOULIHAN'S	Missouri	S11360	Feb. 21, 1991
HOULIHAN'S OLD PLACE	Missouri	S8799	Sept. 9, 1985
HOULIHAN'S	Nevada	28-768	Jan. 24, 1996
HOULIHAN'S OLD PLACE	New Jersey	5250	Aug. 16, 1984
HOULIHAN'S	New Jersey	9762	Mar. 14, 1991

<u>Trademark or Service Mark</u>	<u>State</u>	<u>State Registrations --</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S OLD PLACE	New York	S-14282	Sept. 10, 1984
HOULIHAN'S	New York	S-12521	Apr. 15, 1991
HOULIHAN'S	North Carolina	T-11864	Jan. 15, 1996
DARRYL'S 1849	North Carolina	1661	May 3, 1972
DARRYL'S 1906	North Carolina	1662	May 3, 1972
DARRYL'S 1913	North Carolina	3115	Jul. 13, 1978
DARRYL'S 1808	North Carolina	3116	Jul. 13, 1978
DARRYL'S 1890	North Carolina	3117	Jul. 13, 1978
DARRYL'S 1907	North Carolina	3118	Jul. 13, 1978
DARRYL'S	North Carolina	3120	Jul. 13, 1978
HOULIHAN'S	North Dakota	11362300	May 29, 1996
HOULIHAN'S OLD PLACE	Ohio	SM63057	Sept. 23, 1985
HOULIHAN'S	Ohio	67160	Feb. 19, 1991
HOULIHAN'S	Oregon	S30542	May 9, 1996
HOULIHAN'S (w/stylized lettering)	Pennsylvania	N/A	Mar. 11, 1991
HOULIHAN'S OLD PLACE	Pennsylvania	S454765	Aug. 2, 1984
HOULIHAN'S	Puerto Rico	35556	March 1996
HOULIHAN'S	South Carolina	N/A	Jun. 2, 1997
DARRYL'S	Tennessee	N/A	Aug. 5, 1992
HOULIHAN'S OLD PLACE	Texas	45566	Oct. 28, 1995
HOULIHAN'S	Texas	51042	Apr. 26, 1991
CHARLEY'S PLACE	Virginia	N/A	Mar. 8, 1988

State Registrations -- State			
<u>Trademark or Service Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S OLD PLACE	Virginia	0317	Oct. 2, 1985
HOULIHAN'S	Virginia	3938A	Feb. 20, 1991
DARRYL'S	Virginia	0920811 A4529	Aug. 11, 1992
CRINKLE STEAKS	Washington	9405	Aug. 26, 1975
HOULIHAN'S	Washington	26065	May 27, 1997
HOULIHAN'S	Wisconsin	N/A	Jul. 22, 1992
HOULIHAN'S OLD PLACE	Wisconsin	N/A	Oct. 30, 1985

Foreign Registrations -- Foreign			
<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
HOULIHAN'S	Argentina	1,633,764	May 27, 1997
HOULIHAN'S	Australia	636,575	Aug. 2, 1994
HOULIHAN'S OLD PLACE and design	Brunei	20,969	Aug. 23, 1994
HOULIHAN'S	China	772,890	Nov. 28, 1994
HOULIHAN'S	Columbia	190,626	Oct. 31, 1996
HOULIHAN'S	Dominican Republic	85,346	Aug. 15, 1996
HOULIHAN'S	European Community	139741	June 19, 1998
HOULIHAN'S OLD PLACE and design	European Community	139675	July 6, 1998
DARRYL'S (CLASS 16)	Great Britain	1,165,832	Dec. 3, 1981
DARRYL'S (CLASS 29)	Great Britain	1,165,833	Dec. 3, 1981
DARRYL'S (CLASS 33)	Great Britain	1,165,834	Dec. 3, 1981

				Foreign Registrations -- Foreign		
<u>Trademark or Service Mark</u>			<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	
HOULIHAN'S design	OLD PLACE	and	Hong Kong	00,677	Aug. 5, 1994	
HOULIHAN'S OLD PLACE			Hong Kong	06,547	Jan. 25, 1995	
HOULIHAN'S			Hong Kong	06,548	Jan. 25, 1995	
HOULIHAN'S			Indonesia	321,086	Sept. 22, 1993	
HOULIHAN'S			Japan	3,315,844	May 30, 1997	
HOULIHAN'S			Korea	25,662	Jan. 14, 1995	
HOULIHAN'S design	OLD PLACE	and	Malaysia	94/07,043	Jul. 17, 1997	
HOULIHAN'S design	OLD PLACE	and	New Zealand	239,490	Sept. 12, 1997	
HOULIHAN'S			Philippines	89,124	Dec. 17, 1997	
HOULIHAN'S			Taiwan (R.O.C.)	82,490	Apr. 16, 1996	
HOULIHAN'S			Thailand	SN2060	Nov. 19, 1993	
HOULIHAN'S			Uruguay	286,582	information pending	

				Pending Foreign Registrations -- Foreign		
<u>Trademark or Service Mark</u>			<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	
HOULIHAN'S			Brazil	819219681	Apr. 16, 1996	
HOULIHAN'S			Chile	pending	pending	
HOULIHAN'S			Japan	5-65884	Jun. 29, 1993	
HOULIHAN'S			Mexico	278014	Oct. 25, 1996	
HOULIHAN'S and design			Mexico	278015	Oct. 25, 1996	
HOULIHAN'S and design			Mexico	278016	Oct. 25, 1996	

<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Pending Foreign Registrations -- Foreign</u>	
		<u>Application No.</u>	<u>Application Date</u>
HOULI'S CANCUN	Mexico	291052	Mar. 31, 1997
HOULI'S	Mexico	291053	Mar. 31, 1997
BRANDON'S	Mexico	299383	Jun. 25, 1997
HOULIHAN'S OLD PLACE and design	Philippines	95339	Sept. 21, 1994
HOULIHAN'S	Singapore	6969/94	Aug. 21, 1994