

11/07/01



101946858

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

1. Name of conveying party(ies):  
 Captain D's Holdings, Inc.

Individual(s)             Association  
 General Partnership    Limited Partnership  
 Corporation-State of Tennessee  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies):  
 Name: Bank of America, N.A.  
 Internal Address: 101 North Tryon Street  
 Street Address: Independence Center  
 City: Charlotte State: NC Zip: 28255

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - National Banking Association

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement            Change of Name  
 Other \_\_\_\_\_

Execution Date: October 26, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  yes  no

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
76/252,801	1,029,628      1,029,629      1,130,154      1,341,166
76/252,802	1,492,731      1,649,084      1,654,602      1,661,241
	1,792,057      1,792,066      1,828,688      2,223,344
	1,151,309

Additional numbers attached?  yes  no

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$ 340.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Please charge any deficiencies or credit any overpayment to deposit account

8. Deposit account number: 04-1133  
 (Attached duplicate copy of this page if paying by deposit account)

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

Name: Nicolette R. Hudson  
 Internal Address: DINSMORE & SHOHL LLP  
 Street Address: 1900 Chemed Center  
 255 East Fifth Street  
 City: State: Zip: Cincinnati, Ohio 45202

01/14/2002 DBYRNE 00000608 76252801  
 01 FC:481 40.00 OP  
 02 FC:482 300.00 OP

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.*

Nicolette R. Hudson  
 Name of Person Signing

*Nicolette R. Hudson*  
 Signature

Date: 11/7/01

Total number of pages including cover sheet: 9

**CERTIFICATE OF EXPRESS MAIL**

"Express Mail" mailing label number: **EL872460992US**  
 Date of Deposit: **November 7, 2001**  
 I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Assignment; Assistant Commissioner for Patents and Trademarks; Washington, DC 20231.

*Catherine L. Vigil*  
 Catherine L. Vigil

# INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

October 26, 2001

Bank of America, N.A., as Collateral Agent  
101 North Tryon Street  
Independence Center  
Charlotte, NC 28255  
Attention: Corporate Credit Services  
Reference: Captain D's

**Intellectual Property Security Agreement  
dated as of September 6, 2000  
made by Captain D's, Inc. and by the Grantors party thereto to  
Bank of America, N.A., as Collateral Agent**

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, modified or supplemented from time to time, being the "Intellectual Property Security Agreement"). The terms defined in the Intellectual Property Security Agreement and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to a "Grantor" or "Additional Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and pledges to the Collateral Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent for its benefit and the ratable benefit of the Secured Parties as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to the Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on the attached supplements to Schedules I, II, III, IV and V to the Intellectual Property Security Agreement. The undersigned hereby certifies that such supplements have been prepared by the undersigned in substantially the form of such Schedules and are accurate and complete as of the date hereof.

The undersigned hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as modified by the attached supplements to the Schedules to the Intellectual Property Security Agreement) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

CAPTAIN D'S HOLDINGS, INC.  
1727 Elm Hill Pike  
Nashville, Tennessee 37210

By: *F. E. McDaniel, Jr.*  
F. E. McDaniel, Jr.  
President

STATE OF TENNESSEE    )  
  )  
COUNTY OF DAVIDSON    )

Before me, the undersigned, a Notary Public of said County and State, personally appeared F. E. McDaniel, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President, Treasurer and Secretary of Captain D's, Inc., the within named Grantor, a corporation, and that he, as such Vice President, Treasurer and Secretary, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself as Vice President, Treasurer and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 25<sup>th</sup> day of October, 2001.

*Wanda G. Johnson*  
Notary Public

My Commission Expires: 5/29/05

SCHEDULE I  
to  
Intellectual Property Security Agreement Supplement

Patents

**NONE**

SCHEDULE II  
to  
Intellectual Property Security Agreement Supplement

Trademark Registrations and Applications

A. United States Registrations

	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Expiration Date</u>
(1)	Miscellaneous Design	01/06/1976	1,029,628	01/06/2006
(2)	Captain D's	01/06/1976	1,029,629	01/06/2006
(3)	Miscellaneous Design	01/29/1980	1,130,154	01/29/2010
(4)	A Great Little Seafood Place	04/14/1981	1,151,309	04/14/2011
(5)	Lighten Up	06/11/1985	1,341,166	06/11/2005
(6)	Little Mate's Meal	06/14/1988	1,492,731	06/14/2008
(7)	Miscellaneous Design	06/25/1991	1,649,084	06/25/2011
(8)	The Great Little Seafood Place	08/20/1991	1,654,602	08/20/2011
(9)	Captain D's (and Design)	10/15/1991	1,661,241	10/15/2011
(10)	Real Seafood. Real Quick.	09/07/1993	1,792,057	09/07/2003
(11)	Captain's Class	09/07/1993	1,792,066	09/07/2003
(12)	The Great Little Seafood House	03/29/1994	1,828,688	03/29/2004
(13)	Miscellaneous Design	02/09/1999	2,223,344	02/09/2009

B. Foreign Registrations

	<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
(1)	Australia	Captain D's	01/02/1998	751,980	01/02/2008
(2)	Bahamas	Captain D's	11/16/1992	15,541	11/16/2006

	<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
(3)	Canada	Captain D's	11/03/1989	362,413	11/03/2004
(4)	Japan	Captain D's	01/29/1993	2,496,125	01/29/2013
(5)	Korea	Captain D's	10/11/1990	12,424	10/11/2010
(6)	Mexico	Captain D's	01/29/1996	515,468	12/07/2005
(7)	Mexico	Un Pequeno Gran Lugar En Mariscos	03/30/1994	455,873	01/07/2004
(8)	Mexico	Miscellaneous Design	05/02/1994	459,004	01/07/2004
(9)	Mexico	Captain D's	04/13/1994	456,992	11/29/2003
(10)	New Zealand	Captain D's	01/14/1998	287,268	01/14/2005
(11)	Puerto Rico	Captain D's	05/12/1989	7,418	01/06/2006
(12)	Taiwan	Captain D's	04/16/1990	44,356	04/15/2010
(13)	Taiwan	Captain D's	05/01/1990	482,787	04/30/2010

C. Pending United States Applications

	<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Date of First Use</u>
(1)	Captain D's Please	05/04/2001	76/252,801	06/23/1997
(2)	D's Freeze	05/04/2001	76/252,802	07/20/2000

D. Other Trademarks and Service Marks

All common law trademarks, service marks, trade names, artwork, designs and logos that are part of the "Captain D's System" and used in connection with the operation of Captain D's restaurants.

SCHEDULE III  
to  
Intellectual Property Security Agreement Supplement  
Copyright Registrations and Applications

**NONE**

SCHEDULE IV  
to  
Intellectual Property Security Agreement Supplement

Licenses

**License Agreement dated as of October 26, 2001, by and between  
Captain D's Holdings, Inc. and Captain D's, Inc.**



SCHEDULE V  
to  
Intellectual Property Security Agreement Supplement  
Infringements/Unauthorized Uses

**NONE**