

01-25-2002

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Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101959474

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AMERICAN RESTAURANT GROUP, INC
ARG ENTERPRISES, INC
ARG PROPERTY MANAGEMENT CORPORATION
ARG TERRA, INC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other DELAWARE AND CALIFORNIA CORPS

1/18/02

2. Name and address of receiving party(ies)
Name: FOOTHILL CAPITAL CORPORATION
Internal
Address: SUITE 3000 WEST
Street Address: 2150 COLORADO AVENUE
City: SANAT MONICA State: CA Zip: 90404

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other AMENDED & RESTATED SUPPLEMENTAL

Execution Date: 12-17-01

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

TRADEMARK OFFICE
RECEIVED
JAN 18 11:11 AM
U.S. PATENT & TRADEMARK OFFICE
APPLICANT FILE PROCESS

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 01-18-2002

U.S. Patent & TMOs/TM Mail Rcpt. Dt. #40

(Attach duplicate copy of this page if paying by deposit account)

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.

TONYA CHAPPLE
Name of Person Signing

Tonya Chapple
Signature

1-16-2001
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/25/2002 LABELLER 00000017 1063552

01 FC:481
02 FC:482

40.00 DP
100.00 DP

TRADEMARK
REEL: 002430 FRAME: 0550

ADDITIONAL RECEIVING PARTY

**BNY WESTERN TRUST COMPANY
515 SOUTH FLOWER STREET
SUITE 2700
LOS ANGELES, CA 90071**

SCHEDULE A

TRADEMARKS

American Restaurant Group, Inc.

No federal registrations.

ARG Enterprises, Inc.

Reg. No.	Mark	Class	Reg. Date
1,063,552	STUART ANDERSON'S CATTLE COMPANY	42	04/12/77
1,152,752	STUART ANDERSON'S BLACK ANGUS	42	04/28/81
1,173,706	STUART ANDERSON'S BLACK ANGUS/ CATTLE COMPANY RESTAURANTS	42	10/13/81
1,255,615	STUART ANDERSON'S	42	10/25/83
1,464,994	Crouching Cowboy design	42	11/10/87

ARG Property Management Corporation

None.

ARG Terra, Inc.

None.

**AMENDED AND RESTATED
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2001 (this "Agreement"), is among AMERICAN RESTAURANT GROUP, INC., a Delaware corporation (the "Company"); ARG ENTERPRISES, INC., a California corporation ("Enterprises"); ARG PROPERTY MANAGEMENT CORPORATION, a California corporation ("Property"); ARG TERRA, INC., a Delaware corporation ("Terra", and together with Enterprises and Property, the "Subsidiaries"; the Company and the Subsidiaries being collectively referred to herein as the "Grantors"); Foothill Capital Corporation (the "Lender"), and BNY WESTERN TRUST COMPANY ("BNY"), as collateral agent for and representative of the Secured Parties (defined below) (in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, pursuant to that certain Indenture, dated as of February 25, 1998, as amended by the First Supplemental Indenture, dated as of June 26, 2000 (the "Existing Indenture"), by and among the Company, the Guarantors (defined therein) and BNY, as trustee (in such capacity, the "Trustee"), the Company issued 11½% Series A Senior Secured Notes (and, in connection with the Exchange Offer as defined in the Existing Indenture, the Series B Senior Secured Notes) due on or before 2003 in an aggregate principal amount of \$155,000,000 (collectively, the "Existing Notes") to the holders thereof (the "Existing Note Holders");

WHEREAS, pursuant to (i) the Company's exchange offer and consent solicitation as set forth in the Company's Confidential Exchange Offer and Consent Solicitation Statement, dated October 1, 2001 (as amended, modified and supplemented), and (ii) that certain Second Supplemental Indenture, dated as of October 31, 2001 (the "Supplemental Indenture"; the Existing Indenture, as amended by the Supplemental Indenture and as further supplemented and otherwise modified from time to time, the "Indenture"), by and among the Company, the Guarantors (defined therein) and the Trustee, the Security Documents (as defined in the Indenture) and the Existing Indenture were amended to, among other things, (A) indicate that the Existing Notes would no longer be secured, and (B) permit the Company to issue 11½% Series C Senior Secured Notes (and, in connection with the Exchange Offer as defined in the Indenture, the 11½% Series D Senior Secured Notes) due on or before 2006 in an aggregate principal amount of up to \$166,000,000 (collectively, the "Debentures") to the holders thereof (the "Debenture Holders");

WHEREAS, the Company, each of the Company's restricted subsidiaries, the lenders listed on the signatures pages thereof, and Fleet National Bank, as agent for the lenders (the "Existing Agent"), were parties to that certain Revolving Credit Agreement dated as of February 25, 1998, as amended on June 28, 2000, September 7, 2001 and October 31, 2001 (the "Existing Credit Agreement");

WHEREAS, the Company, the Subsidiaries, and the Lender have entered into that certain Loan Agreement, dated as of December __, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), for the purpose of refinancing the Existing Credit Agreement;

WHEREAS, concurrently with the execution of the Supplemental Indenture, the Grantors and the Collateral Agent amended and restated certain security agreements and related

documents (the "**Existing Security Documents**"), pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the lenders under the Existing Credit Agreement, the Existing Agent, the Trustee and the Debenture Holders, a security interest and lien upon the Collateral (defined therein);

WHEREAS, concurrently herewith, the Grantors, the Lender and the Collateral Agent will amend and restate the Existing Security Documents to, among other things, confirm and provide for the grant of a security interest in favor of the Collateral Agent for the benefit of the Lender, the Trustee, and the Debenture Holders (the Lender, the Trustee, the Debenture Holders, and the Persons who may in the future become secured parties in accordance with the terms of the Intercreditor Agreement (defined below) are collectively referred to herein as the "**Secured Parties**");

WHEREAS, in accordance with the Existing Security Documents, the Grantors and the Collateral Agent entered into that certain Supplemental Trademark Security Agreement, dated as of October 31, 2001, for the purpose of recording the Collateral Agent's security interest granted under the Existing Security Documents in the United States Patent and Trademark Office, and now the Grantors, the Lender and the Collateral Agent desire to amend and restate such agreement to reflect the amendment and restatement of the Existing Security Documents, as provided in the preceding recital;

WHEREAS, concurrently with the execution of the Supplemental Indenture, the Collateral Agent, the Trustee and the Existing Agent entered into that certain Amended and Restated Intercreditor and Collateral Agency Agreement (the "**Existing Intercreditor Agreement**"), providing for, among other things, the appointment of the Collateral Agent to administer and enforce the Security Agreements (defined below) and the Collateral as provided therein;

WHEREAS, concurrently herewith, the Collateral Agent, the Trustee and the Lender will amend and restate the Existing Intercreditor Agreement to (i) provide for the appointment of the Collateral Agent by the Lender, and (ii) set forth their relative rights and priorities with respect to the Collateral, among other things (the Existing Intercreditor Agreement as amended in accordance with this recital, the "**Intercreditor Agreement**");

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantors enter into this Agreement and grant the security interests provided herein; and

WHEREAS, the rights and obligations of each of the Secured Parties are further governed by and subject to the Intercreditor Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors, the Lender and the Collateral Agent agree as follows:

1. DEFINITIONS

1.1 Defined Terms. In this Agreement, including in the paragraphs above, unless otherwise defined herein or the context otherwise requires, capitalized terms have the meanings set forth in the Existing Security Documents, each as amended in accordance with the recitals hereof (the "**Security Agreements**").

2. GRANT OF SECURITY

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of each of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all Trademarks, including those referenced on **Schedule A** attached hereto, and all related goodwill of such Grantor.

2.2 Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest of the Collateral Agent in the Trademarks with the United States Patent and Trademark Office. The security interest and continuing lien granted herein has been granted as a supplement to, and not in limitation of, the security interest and continuing lien granted to the Collateral Agent under the Security Agreements. The Security Agreements (including Section 2 in each, and all the rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with their respective terms, and are incorporated herein by reference.

3. RELEASE OF SECURITY INTEREST

3.1 Release of Security Interest. For the avoidance of doubt, upon the payment in full of all the Secured Obligations, the security interest and continuing lien granted hereby shall be released hereunder and of record and all rights to the Trademarks granted hereunder shall revert to the Grantors. Upon such termination the Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

4. MISCELLANEOUS

4.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.


4.2 Choice of Law. This Agreement shall be governed by the laws of the State of New York.

4.3 Severability. If any part of this Agreement is for any reason found unenforceable, all other parts nevertheless remain enforceable.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor, the Lender and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

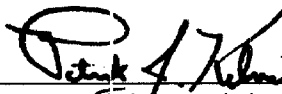
AMERICAN RESTAURANT GROUP, INC.

By: 
Name: Patrick J. Kelvie
Title: Vice President

ARG ENTERPRISES, INC.

By: 
Name: Patrick J. Kelvie
Title: Vice President

ARG PROPERTY MANAGEMENT CORPORATION

By: 
Name: Patrick J. Kelvie
Title: Vice President

ARG TERRA, INC.

By: 
Name: Patrick J. Kelvie
Title: Vice President

Acknowledged and Agreed:

**BNY WESTERN TRUST COMPANY, as
Collateral Agent**

By: _____
Name:
Title:

FOOTHILL CAPITAL CORPORATION

By: _____
Name:
Title:

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AMERICAN RESTAURANT GROUP, INC.

By: _____
Name:
Title:

ARG ENTERPRISES, INC.

By: _____
Name:
Title:

ARG PROPERTY MANAGEMENT CORPORATION


By: _____
Name:
Title:

ARG TERRA, INC.

By: _____
Name:
Title:

Acknowledged and Agreed:

**BNY WESTERN TRUST COMPANY, as
Collateral Agent**

By:  _____
Name: SANDEE PARKS
Title: ATTORNEY-IN-FACT

FOOTHILL CAPITAL CORPORATION

By: _____
Name:
Title:

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AMERICAN RESTAURANT GROUP, INC.

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Name:
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ARG PROPERTY MANAGEMENT CORPORATION

By: _____
Name:
Title:

ARG TERRA, INC.


By: _____
Name:
Title:

Acknowledged and Agreed:

BNY WESTERN TRUST COMPANY, as
Collateral Agent

By: _____
Name:
Title:

FOOTHILL CAPITAL CORPORATION

By: 
Name: Xavier Gannon
Title: Vice President

SCHEDULE A

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