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03-07-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE 102005993 TRADEMARKS

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

Tab settings

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

1. Name of conveying party(ies):

David Briggs Enterprises, Inc.

- Individual(s) 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

Execution Date: January 30, 2002

2. Name and address of receiving party(ies)

Name: Whitney National Bank

Internal Address: Legal Department

Street Address: 228 St. Charles Avenue

City: New Orleans State: LA Zip: 70130

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National bank organized under the laws of the U.S.

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

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

A. Trademark Application No.(s) U.S. Reg. No. 1,895,162

B. Trademark Registration No.(s) U.S. Reg. No. 1,897,828

Additional number(s) attached Yes No

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

Name: Lori Tamporello

Internal Address: Milling Benson Woodward LLP

Street Address: 909 Poydras Street, Suite 2300

City: New Orleans State: LA Zip: 70112

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

FEB 13 2002

DO NOT USE THIS SPACE

9. Signature.

J. Timothy Betzebe Name of Person Signing

Signature

January 30, 2002 Date

Total number of pages including cover sheet, attachments, and document: 7

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

03/06/2002 TDIAZI 00000175 1895162

01 FC:481 40.00 OP 02 FC:482 275.00 OP

TRADEMARK REEL: 002455 FRAME: 0539

CONTINUATION OF ITEM NO. 4 - U.S. REGISTRATION NUMBERS

- C. U.S. Reg. No. 1,905,854
- D. U.S. Reg. No. 1,950,483
- E. U.S. Reg. No. 1,986,542
- F. U.S. Reg. No. 1,998,982
- G. U.S. Reg. No. 2,097,685
- H. U.S. Reg. No. 2,195,953
- I. U.S. Reg. No. 2,118,089
- J. U.S. Reg. No. 2,318,360
- K. U.S. Reg. No. 2,259,666
- L. U.S. Reg. No. 2,399,474

SECURITY AGREEMENT

This Security Agreement is made this 30th ay of January, 2002, by:

David Briggs Enterprises, Inc. (TX Organizational ID# TX 664102)
Brasch Enterprises, Inc. (TX Organizational ID# TX 628354)
DAB Interests, Inc. (LA Organizational ID# LA 34133990D)
Clearview Cinema One, Inc. (LA Organizational ID# LA 34244810D)
Briggs of Crowder, Inc. (LA Organizational ID# LA 34379433D)
Briggs of Terry Parkway, Inc. (LA Organizational ID# LA 34459156D)
Briggs of Destin, Inc. (LA Organizational ID# LA 34460480D)
Briggs of Gulf Shores, Inc. (LA Organizational ID# LA 34459658D)
Briggs of Oakwood, Inc. (LA Organizational ID# LA 34402731D)
Briggs of DeGaulle, Inc. (LA Organizational ID# LA 34710479D)
Briggs of Marrero, Inc. (LA Organizational ID# LA 34759393D)
Briggs of Airline, Inc. (LA Organizational ID# LA 34878104D)
Briggs of Beach Place, Inc. (LA Organizational ID# LA 34945111D)
Briggs of Desert Ridge, Inc. (LA Organizational ID# LA 34999249D)
Briggs of Beale Street, Inc. (LA Organizational ID# LA 35028048D)
Briggs of Manhattan, Inc. (LA Organizational ID# LA 35162167D)

(hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of WHITNEY NATIONAL BANK ("Secured Party"). "Borrower" shall mean individually, collectively, and interchangeably any, each and/or all of **DAVID BRIGGS ENTERPRISES, INC.**.

To secure payment of all obligations and liabilities of Grantor and Borrower, and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Secured Party on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties and this Security Agreement (collectively, the "Obligations"), Grantor pledges and pawns to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against, (a) all property of Grantor or in which Grantor has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Secured Party, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations, and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, and other tax-deferred retirement accounts) and (b) the following described property, now or hereafter owned by Grantor and wherever located:

- | | |
|--|---|
| <input type="checkbox"/> all accounts, all inventory and all chattel paper | <input type="checkbox"/> all chattel paper |
| <input type="checkbox"/> all equipment | <input type="checkbox"/> all general intangibles |
| <input type="checkbox"/> all documents | <input checked="" type="checkbox"/> all property described on Exhibit A |
| <input type="checkbox"/> all fixtures located on the property described on Exhibit B | |

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). The terms "accounts," "instruments," "account debtor," "documents," "equipment," "general intangibles," "inventory," "chattel paper," "investment property," "deposit accounts," "securities accounts," "financial assets," "fixtures" and "proceeds" shall have the meanings provided in the Louisiana Commercial Laws.

Grantor further authorizes secured party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Security Agreement have been terminated. Secured Party may renew certificates of deposit or other renewable items included in the Collateral. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected first priority security interest in the Collateral free of all other security

interests, liens and claims, and (b) the description and identification of the Collateral and Grantor's name, social security or taxpayer identification number, and principal residence or chief executive office are correctly stated herein. Grantor shall prevent the accrual of prescription or statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Should any Collateral decline in value after the date of this Security Agreement, Grantor shall, within five (5) days after receiving notice from Secured Party of such decline in value, grant a security interest in additional property satisfactory to Secured Party. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. To the extent that any stocks, bonds or other securities are included in the Collateral, Grantor (a) covenants not to vote any Collateral in any manner that would adversely affect Secured Party's rights and (b) authorizes Secured Party, in its discretion, to transfer to or register in its name or the name of its nominee any of the Collateral, with or without indication of the security interest herein created. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

If Grantor's accounts are subject to this Security Agreement, Grantor agrees to administer its accounts and the proceeds thereof in a fiduciary capacity for Secured Party, take all actions necessary to collect the accounts, and immediately deposit all proceeds of the accounts into Grantor's deposit account with Secured Party. Upon request, Grantor shall at any time (a) furnish to Secured Party within ten (10) days a list of the accounts, showing the name, address and the amount owed by each account debtor, and (b) mark on all bills, invoices and statements issued in connection with the accounts that the account is subject to a security agreement with Secured Party and is payable to Secured Party at Secured Party's address. If Grantor accepts chattel paper or instruments in payment of accounts, goods or services, Grantor shall promptly deliver all such chattel paper and instruments to Secured Party in negotiable form.

Grantor shall at all times permit Secured Party, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that Secured Party may require to conduct such inspections and verifications. Upon request, Grantor, at its expense, shall cause or permit an independent certified public accountant, appraiser or other expert selected by Secured Party to prepare and deliver to Secured Party a verification of the existence, condition or value of the Collateral.

All corporeal Collateral shall be insured by solvent insurance companies for full replacement value under policies acceptable to Secured Party, designating Secured Party as lender loss payee. Grantor shall not alienate or encumber the Collateral, except for sales of inventory, goods or services in the ordinary course of Grantor's business. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral except in favor of Secured Party. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from the locations disclosed on Schedule 1.

If Grantor or Borrower defaults in the timely payment or performance of any of the Obligations, or if any warranty or representation of Grantor or Borrower to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor waives (a) the benefit of appraisal provided in Art. 2723 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Articles 2639 and 2721, Louisiana Code of Civil Procedure. **Secured Party may, at its option, enforce any mortgage note pledged hereby and cause the mortgaged property to be seized and sold by executory or other process in accordance with law and the terms of the mortgage.** Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

Without releasing or affecting any of its rights, Secured Party may, one or more times, in its sole discretion, without notice to or the consent of Grantor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Grantor, Borrower or any other party; (b) release, exchange, modify, or surrender in whole or in part Secured Party's rights with respect to any collateral for the Obligations; (c) modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Grantor or Borrower; (e) change its manner of doing business with Grantor, Borrower or any other party; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Grantor hereby expressly waives any defenses arising from any such actions. The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of Louisiana, provided that where Collateral is located in a jurisdiction other than Louisiana, remedies available to Secured Party hereunder and under the laws of such jurisdiction shall be available to Secured Party without regard to any restriction of Louisiana law. If any provision of this Security Agreement shall be held to be legally invalid or

unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

Secured Party hereby accepts this Security Agreement.

WHITNEY NATIONAL BANK,
SECURED PARTY

By: *Sarah R. Brombacher*
Sarah R. Brombacher, Banking Officer

GRANTOR:

DAVID BRIGGS ENTERPRISES, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRASCH ENTERPRISES, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

DAB INTERESTS, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

CLEARVIEW CINEMA ONE, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF CROWDER, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF TERRY PARKWAY, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF DESTIN, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF GULF SHORES, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF OAKWOOD, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF DEGAULLE, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF MARRERO, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF AIRLINE, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF BEACH PLACE, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF DESERT RIDGE, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF BEALE STREET, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

BRIGGS OF MANHATTAN, INC.
By: *David A. Briggs Jr.*
David A. Briggs, Jr., President

SCHEDULE 1

Grantor's legal status: Each party is a corporation.

State or jurisdiction of Grantor's organization: David Briggs Enterprises, Inc. and Brasch Enterprises, Inc. - Texas; all others - Louisiana

Grantor's mailing address: 701 Metairie Road, Metairie, Louisiana 70005

Grantor's principal residence (individual) or location of chief executive office (other entity): 701 Metairie Road, Metairie, Louisiana 70005

Location of Grantor's books and records: 701 Metairie Road, Metairie, Louisiana 70005

Location of Grantor's inventory and equipment: Not applicable to this Security Agreement

Other names and legal forms used by Grantor to conduct business within last ten years: Fat Tuesday, New Orleans Original Daiquiris, and Daiquiris a New Orleans Original

EXHIBIT A

All accounts and general intangibles, whether now owned or existing or hereafter acquired or arising and wherever located, including, without limitation:

Trademarks and service marks owned by David Briggs Enterprises, Inc., and the goodwill of the business to which the marks pertain, including, without limitation:

<u>U.S. REG. NO.</u>	<u>MARK</u>
1,895,162	FAT TUESDAY
1,897,828	FAT TUESDAY (service mark)
1,905,854	RUFF STUFF
1,950,483	CANDY BAR
1,986,542	CAJUN EGGNOG
1,998,982	FAT TUESDAY
2,097,685	SMOOTHIE BREAK
2,195,953	YARD DOG
2,118,089	DAIQUIRIS A NEW ORLEANS ORIGINAL and design
2,318,360	FIND YOURSELF IN A DAIQUIRI
2,259,666	WHEREVER YOU ARE, GET LOST
2,399,474	THE CELEBRATED TASTE OF NEW ORLEANS