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Form PTO-158 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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): 5-29-02 Metromedia Steakhouses Company, L.P.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies) Name: The Provident Bank Internal Address:

Street Address: One East Fourth Street City: Cincinnati State: OH Zip: 45202

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list.

Additional number(s) attached Yes No

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

Name: Richard J. Rudolph

Internal Address:

Street Address: 4900 Key Tower 127 Public Square

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 66

7. Total fee (37 CFR 3.41): \$ 1665.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

John C. Henry, Esq. Name of Person Signing

Signature

May 28, 2002 Date

Total number of pages including cover sheet, attachments, and document: 16

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

06/03/2002 6TON11 00000032 1759015

01 FC:461 02 FC:462

40.00 DP 1625.00 DP

TRADEMARK REEL: 002516 FRAME: 0269

EXHIBIT "A"**TRADEMARKS AND SERVICE MARKS****MSC DOMESTIC TRADEMARKS**

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
All You Care to Eat Grand Buffet	United States	1759015	03/16/1993
America's Family Steakhouse	United States	1897842	06/06/1995
Big Grazin' Little Moola	United States	2094678	09/09/1997
Birthday Bunch	United States	1982365	06/25/1996
Black and White Enchiladas	United States	1965806	04/2/1996
Blazing Hearth Grill	United States	2113600	11/18/1997
Bonanza	United States	1481977	03/22/1988
Bonanza	United States	1838933	06/07/1994
Bonanza (franchising)	United States	176388	09/15/1992
Bonanza (with charcoal design)	United States	1022904	10/14/1975
Bonanza (with flaming "B")	United States	1022903	10/14/1975
Bonanza Family Grill	United States	2079622	07/15/1997
Bonanza Family Grill (Wheat Design)	United States	2072648	06/17/1997
Bonanza Family Grill (Wheat Design)	United States	2023447	12/17/1996
Bonanza Sirloin Pit	United States	791172	06/15/1964
Bonanza Steakhouse (DE)	United States	2377123	08/15/2000
Double T Brand Tasty & Tender Steaks	United States	2244971	05/11/1999
Double T Brand Tasty & Tender Steaks (DE)	United States	2290264	11/02/1999
Double T Brand Tasty & Tender Steaks (DE)	United States	2381377	08/29/2000
Freshtastiks	United States	1176637	11/03/1981
Grill & Galley	United States	1293080	09/04/1984
Grillside Dinner Buffet	United States	2307350	01/11/2000

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Hearty Homestyle Lunch Buffet	United States	2304046	12/28/1999
It's Time You Got Your Money's Worth	United States	2011533	10/29/1996
Kiditas	United States	1965807	04/02/1996
Kids Coloring Corral	United States	1895458	05/23/1995
Metromedia Restaurant Group	United States	2225222	02/23/1999
MRG	United States	2077328	07/08/1997
MRG Metromedia Restaurant Group	United States	2176057	07/28/1998
Pick Up Steaks	United States	1293081	09/04/1984
Ponderosa	United States	1963605	03/26/1996
Ponderosa	United States	903604	12/01/1970
Ponderosa - Clothing	United States	1098871	08/08/1978
Ponderosa - Computer Programs	United States	2141635	03/10/1998
Ponderosa - Computer Programs	United States	2212022	12/22/1998
Ponderosa - Sporting Events	United States	1410877	09/23/1986
Ponderosa - Steak Sauce	United States	1254681	10/18/1983
Ponderosa (Pine Tree)	United States	1677995	03/03/1992
Ponderosa (Pine Tree) (franchising svcs)	United States	1470905	12/29/1987
Ponderosa (Pine Tree) (in rectangle)	United States	1429639	02/17/1987
Ponderosa Hearty Homestyle Lunch Buffet	United States	2043189	03/11/1997
Ponderosa Hearty Homestyle Lunch Buffet (DE)	United States	2273516	08/31/1999
Ponderosa Mural	United States	1937798	11/28/1995
Ponderosa Pete and the Goofy Garden Gang	United States	1369561	11/05/1985
Ponderosa Plus for Seniors	United States	2204451	11/17/1998
Ponderosa Prairie Onions	United States	1894211	05/16/1995
Ponderosa Steak & Salad (DE)	United States	1352197	07/30/1985
Ponderosa Steakhouse (DE)	United States	1230252	03/08/1983

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Ponderosa Steakhouse (DE)	United States	2418851	01/09/2001
Ponderosa Steakhouse (DE)	United States	1667943	12/10/1991
Ponderosa's Grand Buffet	United States	1763516	04/06/1993
Pondo Combo Entrée Buffet Sundae Bar	United States	2171092	07/07/1998
Power to Shape the Future	United States	2034377	01/28/1997
Rancher's Skillet	United States	2059097	05/06/1997
Rancher's Skillet (DE)	United States	2304045	12/28/1999
Rising Star Grill	United States	1995020	08/20/1996
Rising Star Rita	United States	2000970	09/17/1996
Sprinkles	United States	1894726	05/16/1995
Sprinkles of Ponderosa	United States	1982301	06/25/1996
Sprinkles of Ponderosa Birthday Bunch (DE)	United States	1995043	08/20/1996
Star Service	United States	2463042	06/26/2001
Take Another Taste	United States	2299893	12/14/1999
Tastes So Good It's Like Going Home for Lunch	United States	2174430	07/21/1998
Texas Tornado	United States	1967046	04/09/1996
We're Bringing You a Whole New Experience	United States	1911977	08/15/1995
Value All-Ways	United States	2083670	07/29/1997

MSC INTERNATIONAL TRADEMARKS

B & Flame Design	Canada	341796	06/17/1998
Bonanza	Australia	452,688	09/24/1986
Bonanza	Canada	145828	06/17/1966
Bonanza	Chile	433680	11/02/1994
Bonanza	China	989408	04/21/1997
Bonanza	European Union	197491	04/01/1996
Bonanza	Hong Kong	1394/1997	02/12/1997
Bonanza	Germany	2103110	11/09/1993

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Bonanza	Japan	3135531	03/29/1996
Bonanza	Jordan	48264	09/25/1995
Bonanza	Kuwait	31612	09/17/2000
Bonanza	Mexico	596139	12/11/1998
Bonanza	Panama	75131	08/02/1996
Bonanza	Puerto Rico	U.S. 1716388	05/14/1999
Bonanza	Puerto Rico	U.S. 1838933	05/14/1999
Bonanza	Saudi Arabia	386/88	10/19/1996
Bonanza	Singapore	T95/05101Z	06/08/1995
Bonanza	UAE	12564	07/19/1995
Bonanza Family Grill	Korea	40281	01/14/1998
Chicken Monterrey	Canada	350866	02/03/1989
Double T Brand Tasty & Tender	Taiwan	934345	03/01/2001
Freshtastiks	Canada	343092	07/22/1988
Homestyle Sandwich	Canada	337815	03/04/1988
Ponderosa	Argentina	1,330,547	02/06/1989
Ponderosa	Canada	200543	07/19/1974
Ponderosa	Canada	203012	11/08/1974
Ponderosa	Canada	223037	09/09/1977
Ponderosa	Chile	246908	05/24/1994
Ponderosa	Costa Rica	67482	03/20/1987
Ponderosa	Dominican Republic	108519	11/30/1999
Ponderosa	European Union	197467	04/01/1996
Ponderosa	France	1269674	04/12/1994
Ponderosa	Germany	1078381	12/01/1984
Ponderosa	Germany	962264	12/21/1992
Ponderosa	Honduras	6083	09/29/2000
Ponderosa	Hong Kong	1614 & 1615	08/20/1986
Ponderosa	Indonesia	342493 & 342494	03/28/1995
Ponderosa	Indonesia	318649	09/03/1993

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Ponderosa	Indonesia	192940	03/28/1985
Ponderosa	Italy	551440	10/16/1991
Ponderosa	Jamaica	23171	07/02/1986
Ponderosa	Japan	3135530	03/29/1996
Ponderosa	Japan	2591496	10/29/1993
Ponderosa	Japan	2629120	02/28/1994
Ponderosa	Kuwait	30081	11/26/1995
Ponderosa	Malaysia	82892560	08/28/1989
Ponderosa	Malaysia	1767/83	12/19/1990
Ponderosa	Mexico	402389	06/05/1991
Ponderosa	New Zealand	165143	04/29/1986
Ponderosa	Norway	180869	03/20/1997
Ponderosa	Panama	41386	03/17/1987
Ponderosa	Philippines	45147	06/16/1989
Ponderosa	Philippines	4-1995-105222	10/29/1999
Ponderosa	Puerto Rico	34628	05/26/1994
Ponderosa	Puerto Rico	7036	12/01/1970
Ponderosa	Qatar	10229	04/11/1999
Ponderosa	South Africa	74/4587	08/28/1984
Ponderosa	South Africa	72/6323	12/21/1972
Ponderosa	South Africa	91/8796	10/18/1991
Ponderosa	Spain	16110	06/20/1990
Ponderosa	Sweden	235989	06/05/1992
Ponderosa	Switzerland	348902	03/11/1986
Ponderosa	Taiwan	309064	02/01/1986
Ponderosa	Trinidad/Tobago	16110	06/20/1990
Ponderosa (DE)	Taiwan	31059	03/01/1986
Ponderosa Pine Tree logo	Taiwan	397753	04/16/1988
Ponderosa Pine Tree logo	Taiwan	397754	04/16/1988
Ponderosa Pine Tree logo	Taiwan	30203	06/01/1988
Ponderosa Steak & Salad	Chile	470605	10/28/1996

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Ponderosa Steak & Salad (DE)	Singapore	4552/91	05/04/1991
Ponderosa Steak House	Canada	225940	02/10/1978
Ponderosa Steak House	Canada	198061	03/15/1990
Ponderosa Steak House	Italy	551441	10/16/1991
Ponderosa Steak House	Puerto Rico	34629	05/26/1994
Ponderosa Steak House	Sweden	238106	07/24/1992
Ponderosa Steakhouse	Canada	257666	04/10/1981
Ponderosa Steakhouse	South Africa	94/8234	08/03/1994
Ponderosa Steakhouse (DE)	Canada	200544	07/19/1974
Ponderosa Steakhouse (DE)	Mexico	490796	03/09/1995
Ponderosa's Grand Buffet	Canada	TMA388857	09/13/1991
Ponderosa's Grand Buffet	Malaysia	88/05303	10/12/1998
Ribby's	Canada	364344	01/19/1990
Rising Star	Taiwan	81953	03/16/1996
Sprinkles	Taiwan	77406	09/01/1995
Sprinkles	Taiwan	687541	09/16/1995
USACafes	Canada	331763	09/11/1987



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into effective as of the 31st day of March, 2002 by and between METROMEDIA STEAKHOUSES COMPANY, L.P., a Delaware limited partnership having its principal office and place of business at 6500 International Parkway, Plano, Texas 75093 ("Debtor"), and THE PROVIDENT BANK, an Ohio banking corporation, whose address is One East Fourth Street, Cincinnati, Ohio 45202 ("Provident"), under the following circumstances:

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated effective as of March 15, 2000, as amended by an Amendment to Amended and Restated Loan and Security Agreement dated as of November 28, 2001, the Second Amendment to Amended and Restated Loan and Security Agreement dated as of December 31, 2001 and the Third Amendment to Amended and Restated Loan and Security Agreement dated of even date herewith (as the same may hereafter be modified, amended or supplemented from time to time, the "Loan Agreement") between Provident and S & A Restaurant Corp. ("Borrower"), Provident has made and agreed to make certain loans and other financial accommodations for the commercial or business purposes set forth in the Loan Agreement (capitalized words used but not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, Debtor, being an affiliate of the Borrower, will derive direct and material benefits, financial and otherwise, from the Loans and other financial accommodations provided by Provident pursuant to the Loan Agreement; and

WHEREAS, during the term of the Loan Agreement (and predecessor credit agreements with Provident) substantial financial support has been provided by Borrower to Debtor, and as a result Bank has requested that Debtor enter into this Agreement; and

WHEREAS, as an express condition to the making of the Loans by Provident, Provident further requires a security interest in certain of Debtor's property, including its Trademarks (as hereinafter defined), as additional security for the Obligations; and

WHEREAS, Debtor believes it to be in its best interest to grant a security interest pursuant to and in accordance with the terms and conditions of this Security Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

1. Incorporation of Loan Agreement and CNL/Captex Loan Documents. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. For purposes of this Security Agreement, satisfaction of the

Obligations shall occur when (i) said Obligations have been paid and performed in full without risk of disgorgement and (ii) the Loan Agreement has been terminated. Notwithstanding anything in this Security Agreement to the contrary, the parties acknowledge and agree that the security interests granted in the Trademarks pursuant to this Security Agreement do not extend to, and are subject to, the licensee's rights under licenses to use the Trademarks granted by the Franchisors to the operators of the CNL/CAPTEC Restaurants and the lenders' rights under the security interest in and to such licensee's interest granted to the lenders under the CNL/CAPTEC Loan Documents. The parties further acknowledge and agree that notwithstanding anything in this Security Agreement to the contrary, the licenses to use the Trademarks granted to the operators of the CNL/CAPTEC Restaurants shall continue in full force and effect notwithstanding (i) an Event of Default, (ii) the exercise by Provident of its rights hereunder, or (iii) the transfer pursuant to the CNL/CAPTEC Loan Documents of the licensee's rights under the licenses to use the Trademarks granted to the operators of the CNL/CAPTEC Restaurants.

2. Grant of Security Interest in Trademarks. To secure the complete and timely satisfaction of the Obligations, Debtor hereby creates and grants to Provident a security interest in (a) all of Debtor's rights, title and interest in and to all of its now owned, licensed or existing and hereafter created or acquired trademarks, trademark registrations, tradenames and trademark applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, tradenames, service marks and trademark applications listed on Exhibit A attached hereto and made a part hereof (all of Debtor's trademarks, trademark registrations, tradenames, service marks, licenses to use trademarks and trademark applications sometimes hereinafter individually and/or collectively referred to as "Trademarks"), (b) renewals or extensions thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof (e) all rights corresponding thereto throughout the world and (f) the goodwill of Debtor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks. The Trademarks and items described in Clauses (b)-(f) are sometimes hereinafter individually and/or collectively referred to as "Collateral". Provided that this Security Agreement will not take effect with respect to any United States trademark or service mark application based upon intent-to-use until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the mark made the subject of such application is actually used in commerce.

3. Restrictions on Future Assignments, Grants or Conveyances. Except in all events as contemplated by "Permitted Activity" below and except for Permitted Liens, Debtor agrees that until the Obligations shall have been fully satisfied and the Loan Agreement shall have been terminated, Debtor shall not, without Provident's prior written consent, which shall not be unreasonably withheld, assign, by sale, security agreement or other types of conveyance, any of its interest in, or grant any license under or security interest in, the Collateral or enter into any other agreement with respect to the Collateral which is inconsistent with Debtor's obligations under the other provisions of this Security Agreement, and Debtor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect materially the validity or enforcement of the security interest granted to Provident under this Security Agreement.

4. Permitted Activity. Debtor is permitted to license operators of restaurants to use the Trademarks pursuant to license agreements and franchise agreements now in effect or hereafter executed in the ordinary course of business and on terms consistent with past practices. Moreover, nothing in this Security Agreement shall restrict Debtor from performing any obligation under any license or franchise agreement now in effect or hereafter executed in the ordinary course of business. Additionally, nothing in this Security Agreement shall prohibit Debtor from discontinuing the use of, and abandoning, any Trademark which, in Debtor's good faith judgment, and in the ordinary course of business, is not material to the proper conduct of Debtor's business.

5. New Trademarks. Debtor represents and warrants that the Trademarks listed on Exhibit A constitute all of the material Trademarks now owned by Debtor. If, before the Obligations shall have been fully satisfied, Debtor shall (i) become aware of any existing Trademarks of which Debtor has not previously informed Provident; (ii) obtain rights to any new tradenames, trademarks, trademark registrations, service marks or trademark applications; (iii) become a party as a licensee to any license agreement with respect to any trademarks; or (iv) become entitled to the benefit of any trademark, trademark application, trademark registration, service mark or license renewal, the provisions of this Security Agreement shall automatically apply thereto and Debtor shall give to Provident prompt written notice of any material Trademark thereof. Debtor hereby authorizes Provident as its irrevocable attorney-in-fact to modify this Security Agreement by amending Exhibit A to include any future material trademarks, trademark registrations, trademark applications, tradenames, service marks and licenses which are rights owned by Debtor and which are Trademarks under this paragraph and as to registrations of, or applications to register, trademarks owned by Debtor, to file or refile this Security Agreement with the United States Patent and Trademark Office or other appropriate agency.

6. Representations and Warranties. Debtor represents and warrants to and agrees with Provident that:

(i) the Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) to the knowledge of Debtor, each of the Trademarks listed on Exhibit A is valid and enforceable, and Debtor's use thereof does not infringe the intellectual property rights of any third person;

(iii) Debtor is the owner of an unencumbered right, title and interest in and to or, a license to, each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances except for Permitted Liens and except for rights granted to third parties in the ordinary course of business consistent with past practices to use such items in connection with the operation of restaurants, and Debtor has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) this Security Agreement does not violate and is not in contravention of any other agreement to which Debtor is a party or any judgment or decree by which Debtor is bound

and does not require any consent under any other agreement to which Debtor is a party or by which Debtor is bound;

(v) the Trademarks listed on Exhibit A have been used and are currently being used in connection with Debtor's business; and

(vi) as of the date hereof, Debtor has not received written notice of any suits or actions commenced or threatened with reference to the Trademarks, except as noted on Exhibit B.

7. Term: Rights Upon Default. The term of the Security Agreement and security interest granted herein shall extend until the Obligations have been fully satisfied and the Loan Agreement has been terminated. After the occurrence and during the continuance of any Event of Default, Debtor hereby authorizes the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of those Trademarks owned by Debtor to Provident as assignee of Debtor's entire interest therein and in the goodwill of Debtor's business connected therewith and symbolized thereby. After the occurrence and during the continuance of an Event of Default and enforcement of Provident's rights under this paragraph, Provident shall be entitled to use all Trademarks on a worldwide basis and without any liability for royalties or other related charges from Provident to Debtor.

8. Use Prior to Default. So long as no Event of Default has occurred and is continuing, Debtor shall have the continued and unencumbered right to exclusively use and license the Trademarks in the ordinary course of its business, to the exclusion of Provident.

9. Trademark Quality Control. Debtor agrees to maintain the quality of any and all products and services in connection with which the Trademarks are used, consistent with the quality of said products and services as of the date hereof. After the occurrence and during the continuance of an Event of Default, Debtor agrees that Provident, or a conservator appointed by Provident, shall have the right to establish such additional product and service quality controls as Provident, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products and services sold or provided by Debtor under the Trademarks.

10. Duties of Debtor. Debtor shall have the duties (i) as to trademarks owned by Debtor to prosecute diligently any trademark registration application pending as of the date hereof or thereafter, and promptly to notify Provident of the ultimate outcome of such application, until the Obligations shall have been fully satisfied; (ii) to use its reasonable best efforts to preserve all of Debtor's rights in the material Trademarks used by Debtor in the ordinary course of Debtor's business; and (iii) to use its reasonable best efforts to ensure that the material Trademarks used by Debtor in the ordinary course of business are and remain valid and enforceable. Any expenses incurred in connection with Debtor's obligations under this paragraph shall be borne by Debtor.

11. Documents. At the request of Provident, Debtor shall pay the costs of filing and/or recording this Security Agreement in all public offices where filing or recording is deemed

necessary or desirable by Provident. Debtor shall execute and deliver to Provident from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Provident may require for the purpose of confirming Provident's interest in the Trademarks owned by Debtor.

12. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided by the terms hereof or otherwise by a writing signed by the parties hereto.

14. Cumulative Remedies Power of Attorney: Effect on Loan Agreement. All of Provident's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreement or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of any Event of Default, Debtor hereby authorizes Provident to make, constitute and appoint any officer or agent of Provident as Provident may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to: (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable, as is legal and proper, for Provident in the use of the Trademarks; (ii) take any other actions with respect to the Trademarks, as is legal and proper, as Provident deems to be in the best interest of Provident; (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone; and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, and the goodwill and business assets associated therewith or symbolized thereby to anyone. This power of attorney shall be irrevocable until the Obligations shall have been fully satisfied and the Loan Agreement has been terminated. Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Provident under the Loan Agreement and other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Provident shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement and other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

15. Binding Effect: Benefits. This Security Agreement shall be binding upon Debtor and Provident and their respective successors and assigns, and shall inure to the benefit of Debtor and Provident and their respective successors and assigns.

16. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Provident in connection with the filing or recording of any documents (including all

taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne by and paid by Debtor on demand by Provident.

17. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon full satisfaction of the Obligations and termination of the Loan Agreement, Provident shall, at Debtor's expense, execute and deliver to Debtor all deeds, assignments and other instruments, and shall take such other actions, as may be reasonably necessary, to release the security interest created by this Security Agreement in the Trademarks and to re-vest in Debtor all right, title and interest in and to the Trademarks, subject to any disposition thereof which may have been made by Provident pursuant hereto or pursuant to the Loan Agreement or other Loan Documents. In this regard, upon full satisfaction of the Obligations and termination of the Loan Agreement, at Debtor's request, Provident shall deliver promptly to Debtor, at Debtor's cost, a release of the security interest in all of the Trademarks, including those listed on Exhibit A (and as subsequently amended), and in the Collateral, suitable for recording in the United States Patent and Trademark Office and such other places where Provident had recorded this Security Agreement.

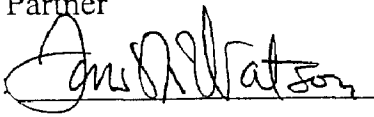
18. Governing Law: Jurisdiction and Venue. The provisions of this Security Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Debtor and Provident hereby designate all courts of record sitting in Cincinnati, Ohio, both state and federal, as the exclusive forums where any action, suit or proceeding in respect of or arising out of this Security Agreement or the transactions contemplated by this Security Agreement may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation Debtor and Provident consent to the jurisdiction and venue of such courts.

19. Waiver of Jury Trial. As a specifically bargained inducement for Provident to extend credit to Borrower, and after having the opportunity to consult counsel, Debtor hereby expressly waives the right to trial by jury in any lawsuit or proceeding relating to this Security Agreement.

IN WITNESS WHEREOF, Debtor, by its duly authorized officer, has executed this Security Agreement as of the date first above written.

METROMEDIA STEAKHOUSES COMPANY, L.P.

By: METPON Acquisition, Inc.,
its General Partner

By 
its _____
TODD M. WATSON
VICE-PRESIDENT

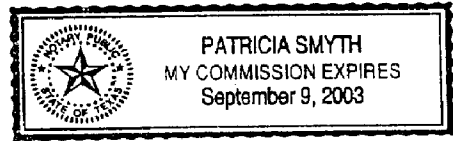
STATE OF Texas)

COUNTY OF Dallas)

SS:

The foregoing Trademark Security Agreement was acknowledged before me effective as of this 31st day of March, 2002, by Godd M. Watson, the Vice President of METPON Acquisition, Inc., a General Partner, on behalf of the Metromedia Steakhouses Company, L.P.

Patricia Smyth
Notary Public



Accepted at Cincinnati, Ohio
As of March 31, 2002:

THE PROVIDENT BANK

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing Trademark Security Agreement was acknowledged before me effective as of this 31st day of March, 2002, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

Accepted at Cincinnati, Ohio
As of March 31, 2002:

THE PROVIDENT BANK


By: 
Name: Gregory J. Gibbons
Title: Vice President

EXHIBIT "B"

SUITS, PROCEEDINGS AND ACTIONS

None