

Form PTO-1594
(rev 3/1)RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

GB FRANCHISE CORPORATION

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation **DELAWARE**
☐ Other -

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

2. Name and Address of receiving party(ies)

**BNP PARIBAS, AS AGENT
209 SOUTH LASALLE, SUITE 500
CHICAGO, ILLINOIS 60604**☐ Individual(s) citizenship

☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation

☒ Other **FRENCH BANK**

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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: **SUBSIDIARY TRADEMARK
SECURITY AGREEMENT**

Execution Date: **April 30, 2002**

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

A. Trademark Application No(s).

SEE ATTACHED

B. Trademark Registration No(s).

SEE ATTACHEDAdditional numbers attached? ☒ Yes ☐ No

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

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: **35**7. Total fee (37 CFR 3.41) **\$890**

☒ All fees and any deficiencies are authorized to be
 charged to Deposit Account
(Our Reference 071610/84)

8. Deposit Account No. **19-2385**

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.

Elaine D. Ziff

Name



Signature

August 13, 2002

Date

Total number of pages including cover sheet, attachments, and document: **20**

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CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:

LA SALSA, INC., DELAWARE CORPORATION
TIMBER LODGE STEAKHOUSE, INC., MINNESOTA CORPORATION
SANTA BARBARA RESTAURANT GROUP, INC., DELAWARE CORPORATION

CONTINUATION OF ITEM 4. Application Numbers or Registration Numbers

A. Trademark Application Nos.	B. Trademark Registration Nos.
76218078	1689454
78064214	2042148
78054071	1524725
78064162	1527205
78119673	1527204
	1527203
	2484633
	1257963
	1331404
	1352247
	1417032
	1517380
	1522842
	1645652
	1652067
	2190028
	1990923
	2009794
	2074620
	2278606
	2151398
	2142545
	2230016
	2405107
	2025808
	2077887
	2118809
	2108648
	2393661
	2550808

SBRG SUBSIDIARY TRADEMARK
SECURITY AGREEMENT

This SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2002, is entered into among GB Franchise Corporation, a Delaware corporation located at 3938 State Street, Suite 200, Santa Barbara, California (with a mailing address of 3938 State Street, Suite 200, Santa Barbara, California), La Salsa, Inc., a Delaware corporation located at 3938 State Street, Suite 200, Santa Barbara, California (with a mailing address of 3938 State Street, Suite 200, Santa Barbara, California), Timber Lodge Steakhouse, Inc., a Minnesota corporation located at 1801 E. 79th Street, Suite 27, Bloomington, MN 55425 (with a mailing address of 1801 E. 79th Street, Suite 27, Bloomington, MN 55425) and Santa Barbara Restaurant Group, Inc., a Delaware corporation located at 3938 State Street, Suite 200, Santa Barbara, California (with a mailing address of 3938 State Street, Suite 200, Santa Barbara, California) (each an "Assignor" and collectively, the "Assignors"), and BNP Paribas, a bank organized under the laws of France acting through its Chicago branch, located at 209 South LaSalle, Suite 500, Chicago, Illinois 60604, acting in its capacity as agent for itself and the Secured Parties (together with its successors and assigns, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Second Amended and Restated Subsidiary Security Agreement, dated as of January 31, 2002, among the Assignors, other assignors thereunder and the Assignee (as amended, restated, supplemented, or otherwise modified from time to time, the "Subsidiary Security Agreement").

WHEREAS, pursuant to the Subsidiary Security Agreement, each Assignor is granting a security interest to the Assignee in certain Collateral, including the Trademarks (as defined herein);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

1. Grant of Security Interest

a. As security for the prompt and complete payment and performance in full of all the Obligations, each Assignor hereby assigns, pledges and transfers to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, and grants to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on all of each Assignor's respective right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located, and all Proceeds, products, accessions, additions, substitutions or replacements in respect thereof. It is understood and agreed that the security interest hereunder is not intended to presently convey or assign any Assignor's title in or to the Trademarks.

b. For purposes of this Agreement, "Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule A hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and proceeds of the foregoing including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit.

c. Schedule A hereto contains a true and accurate list of all of each Assignor's U.S. Trademark registrations and applications.

d. The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Subsidiary Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Subsidiary Security Agreement and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement or the Subsidiary Security Agreement or now or hereafter existing at law or in equity shall not preclude the

SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement. Each Assignor authorizes the Assignee, upon notice to such Assignor, to modify this Agreement in the name of and on behalf of such Assignor without obtaining such Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by such Assignor. Each Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time to subject any such right, title or interest in any owned or subsequently acquired Trademark to the liens and perfection created or contemplated hereby or by the Subsidiary Security Agreement.

3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full and the Revolving Loan Commitments and all Letters of Credit shall have expired or been terminated, this Agreement shall terminate, and the Assignee, at the request and sole expense of the Assignors, will execute and deliver to the Assignors the proper instruments acknowledging termination of this Agreement, and will duly assign, transfer and deliver to the Assignors, without recourse, representation or warranty of any kind whatsoever, such of the Trademarks as have not theretofore been disposed of, applied or released.

4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE).**

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignors, the Assignee, the Secured Parties, all future holders of the Obligations and each of their respective successors and assigns, except that the Assignors may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Assignee.

6. Waiver and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10 of the Credit Agreement and as contemplated

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by Section 2 above, and any such waiver shall apply only with respect to the particular subject of such waiver and only for the time specified in such waiver.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

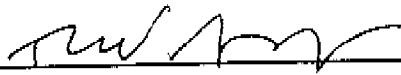
SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.


Address for all Assignors:

3916 State Street
Suite 300
Santa Barbara, CA 93105
Attn: General Counsel
Telephone: (714) 774-5796
Telecopy: (714) 520-4485

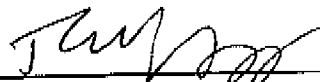
GB FRANCHISE CORPORATION

By: 
Name: Theodore Abajian
Title: E.V.P.

LA SALSA, INC.


By: 
Name: Theodore Abajian
Title: E.V.P.

TIMBER LODGE STEAKHOUSE, INC.

By: 
Name: Theodore Abajian
Title: E.V.P.

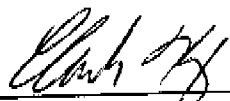
SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

SANTA BARBARA RESTAURANT GROUP,
INC.

By:  _____
Name:
Title:

SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

BNP PARIBAS, AS AGENT

By: 
Name: Clark C. King III
Title: Managing Director

By: 
Name:
Title: MICHAEL C. COLIAS
VICE PRESIDENT

SRRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF California)
COUNTY OF Santa Barbara) ss:

On April 26, 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Theodore Abajia the person who executed the within instrument on behalf of GB Franchise Corporation, and acknowledged to me his authority to execute the within instrument on its behalf.

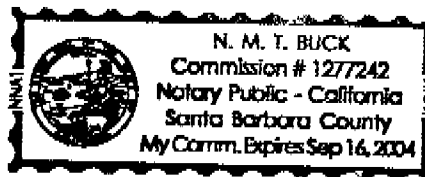
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

N. M. T. Buck
Notary Public

My Commission Expires:

9/16/04



SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF California)
COUNTY OF Santa Barbara) ss:

On April 26 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Theodore Chalian, the person who executed the within instrument on behalf of La Salsa, Inc., and acknowledged to me his authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

N. M. T. Buck
Notary Public

My Commission Expires:

9/16/04



SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF California)
COUNTY OF Santa Barbara) ss:

On April 26, 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Theodore Chafas, the person who executed the within instrument on behalf of Timber Lodge Steakhouse, Inc., and acknowledged to me his authority to execute the within instrument on its behalf.

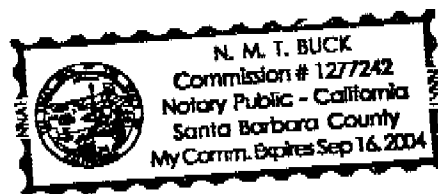
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

N. M. T. Buck
Notary Public

My Commission Expires:

9/16/04



SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF Calif)
COUNTY OF Orange) SS:

On April 30, 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Robert Q. Wilson the person who executed the within instrument on behalf of Santa Barbara Restaurant Group, Inc., and acknowledged to me his authority to execute the within instrument on its behalf.

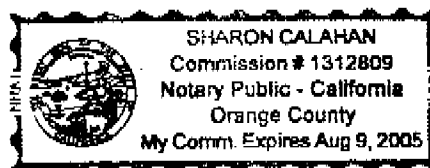
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Sharon Calahan
Notary Public

My Commission Expires:

8-9-2005

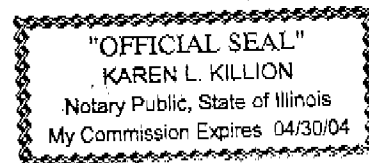


SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

On April 25 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Clark C. King III and Michael Colias, the people who executed the within instrument on behalf of BNP Paribas, and acknowledged to me his authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.



(NOTARIAL STAMP OR SEAL)

Karen L. Killion
Notary Public

My Commission Expires:

4/30/04

SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Schedule A to SBRG Subsidiary Trademark Security Agreement

(Santa Barbara Restaurant Group, Inc.)

Trademark Registrations and Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
The Green Burrito and Design	(74/165,474)	1,689,454
Green Burrito and Design	(74/380,991)	2,042,148
Green Burrito (France)	(49170493)	49170493
Green Burrito (France)	43007792	(43007792)
The Green Burrito and Design (Japan)	(H03116658)	2655605

Domain Name: GBFOODS.COM

Schedule A to SBRG Subsidiary Trademark Security Agreement

(La Salsa, Inc.)

Trademark Registrations and Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
Bistec Gourmet and Design	73/691,124	1,524,725
La Hawaiiana	73/691,080	1,527,205
Super Raton	73/691,067	1,527,204
La Cubana	73/691,066	1,527,203
La Salsa and Lime Design	75/904,563	2,484,633
Fresh Mexican Grill	76/218,078	
Miscellaneous Design	78/064,214	
La Salsa	73, 207, 902	1,257,963
La Salsa and Design	73/490,795	1,331,404
The Tradition Continues	73/520,388	1,352,247
La Salsa (stylized)	73/586,557	1,417,032
La Salsa (stylized)	73/723,816	1,517,380
Miscellaneous Design (Man with Sombrero)	73/724,933	1,522,842
Miscellaneous Design (Man with Sombrero)	74/073,140	1,645,652
The Original Gourmet Burrito (supplemental register)	74/076,769	1,652,067
Fresh Mexican Grill (supplemental register)	74/586,109	2,190,028
La Salsa (Stylized)	74/645, 397	1,990,923
La Salsa (Stylized)	74/704,220	2,009,794
California "Veggie"	74/714,379	2,074,620
Always Fresh . . . Always Fun!	75/023,494	2,278,606
La Salsa	75/155,583	2,151,398
La Salsa Fresh Mexican Grill (Stylized)	75/248,327	2,142,545
The Original Gourmet Burrito	75/294,061	2,230,016
Margaritas By the Yard	75/514,634	2,405,107
La Salsa Fresh Mexican Grill	74/424,105	2,025,808
La Salsa (Canada)	TMA399,492	(0611,366)
La Salsa (Austria)	167053	(532296)
La Salsa (Benelux)	601176	(880001)
La Salsa (France)	64394096	(64394096)
La Salsa (Germany)	39647836	(39647836)
La Salsa (Italy)	765820	(10209 96MI)
La Salsa (Switzerland)	439660	(723496)
La Salsa (UK)	2111607	(211607)
La Salsa (Japan)	2269547	(S63-084171)
La Salsa (Japan)	2276702	(S63-084172)
La Salsa (Japan)	4063566	(H07035034)

La Salsa Cantina
La Salsa (Puerto Rico)

78/119,673
38,344

Domain Name: LASALSA.COM

Schedule A to SBRG Subsidiary Trademark Security Agreement

(Timber Lodge Steakhouse, Inc.)

Trademark Registrations and Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
Timber Lodge Steakhouse	74/634,004	2,077,887
The Lodge in the Heart of the City	75/026,998	2,118,809
Genuine Timber Lodge Timber Lager Premium and Design	75/140,352	2,108,648
Timber Lodge	75/862,989	2,393,661
Lodge Legends	75/894,734	2,550,808
Escape to the Lodge	78,054,071	
Lodge Legends	78/064,162	
P. Bunyon's Steakhouse and Design (NY)	S14,133	
Timber Lodge Steakhouse (Canada)	TMA524,365	0836,598

Schedule A to SBRG Subsidiary Trademark Security Agreement

(GB Franchise Corporation)

Trademark Registrations and Applications:

Trademark
The Original Green Burrito

Serial No
78/024,790