

07-24-2002

Form PTO-1594

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Restaurants Acquisition I, LLC

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Corrective assignment of security agreement

recorded at Reel/frame: 002465/0179

Execution Date: 4/30/02

2. Name and address of receiving party(ies):

Name: RAI Restaurants, Inc. (formerly CNL Restaurants XVIII, Inc.)

Internal Address: _____

Street Address: 450 S. Orange Ave.

City: Orlando State: FL Zip: 32801

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

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)

Additional number(s) attached Yes No

B. Trademark Registration No.(s) BLACK-EYED PEA, 1,486,543 (Serial No. 73679377)

Additional number(s) attached Yes No

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

Name: Lowndes Drosdick, Attn: Daniel McIntosh

Internal Address: PO Box 2809, Orlando, FL 32802

Street Address: 450 S. Orange Ave., Suite 800

City: Orlando State: FL Zip: 32801

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8 Deposit account number:

n/a

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

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
JUL 22 AM 11:00

07/24/2002 6TDM11 00000113 1486543
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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.

By: Robert A. Bourne, President
Name of Person Signing

[Signature]
Signature

7/16/02
Date

30

Total number of pages including cover sheet, attachments, and document.

ADDENDUM TO COVER SHEET

Continuation of Item 4B. Trademark Registration Nos.:

DIXIE HOUSE: 1,262,064 (Serial No.: 73400181)

HOME COOKING WORTH GOING OUT FOR: 1,685,693 (Serial No.: 74158093)

BLACK-EYED PEA MARKET GRILL: 1,991,990 (Serial No.: 74581312)

THE BLACK-EYED PEA: 75/501,847

AMARILLO JACK: 76/020,335

05-13-2002



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

U.S. DEPARTMENT OF COMMERCE U.S. 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):

Phoenix Restaurant Group, Inc., a Georgia corporation

- 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: April 30, 2002

2. Name and address of receiving party(ies)

Name: Restaurants Acquisition I, LLC Internal Address:

Street Address: 450 South Orange Avenue

City: Orlando State: FL Zip: 32801

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

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)

BLACK-EYED PEA 1,486,543

Additional number(s) attached Yes No (Serial No.: 73679377)

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

Name: Lowndes, Drosdick, Doster, et al Attention: Daniel F. McIntosh, Esq. Internal Address:

P.O. Box 2809

Orlando, FL 32802

Street Address: 450 South Orange Avenue Suite 800

City: Orlando State: FL Zip: 32801

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: N/A

DO NOT USE THIS SPACE

9. Signature. See attached for additional signatures.

PHOENIX RESTAURANT GROUP, INC., a Georgia corporation

By: [Signature] Name of Person Signing W. Craig Barber

Signature

April 30, 2002

Date

Title: Authorized Signatory Total number of pages including cover sheet, attachments, and document: 14

05/13/2002 DBTRM 0000187 1486543

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

01 FC:481 02 FC:482

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TRADEMARK REEL: 002548 FRAME: 0488

ADDENDUM TO COVER SHEET

Continuation of Item 1. Name of conveying parties:

Black-eyed Pea U.S.A., Inc., a Texas corporation

Continuation of Item 4B. Trademark Registration Nos.:

DIXIE HOUSE: 1,262,064 (Serial No.: 73400181)

HOME COOKING WORTH GOING OUT FOR: 1,685,693 (Serial No.: 74158093)

BLACK-EYED PEA MARKET GRILL: 1,991,990 (Serial No.: 74581312)

THE BLACK-EYED PEA: 75/501,847

AMARILLO JACK: 76/020,335

Continuation of Signatures of conveying parties:

BLACK-EYED PEA U.S.A., INC., a Texas corporation

By: W Craig Barber
Name: N. Craig Barber
Title: Authorized Signatory

Date: April 30, 2002

[NOTE: This Agreement, when executed, should be filed with the PTO, together with an appropriate cover sheet. See DOJ memorandum dated August 6, 1992]

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

THIS TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "**Trademark Agreement**") executed on May __, 2002 and made effective on April 30, 2002, between RESTAURANTS ACQUISITION I, LLC, a Delaware limited liability company (doing business in Texas as "Florida Acquisitions II, LLC") whose mailing address is CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida, 32801 (the "**Assignor**"), and CNL RESTAURANTS XVIII, INC., a Delaware corporation having an office at CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801 (the "**Lender**").

WHEREAS, the Assignor and the Lender are parties to a certain Loan Agreement dated on or about date hereof (as amended and in effect from time to time, the "**Loan Agreement**"), between the Assignor and the Lender;

WHEREAS, it is a condition precedent to the Lender's making any loans or otherwise extending credit to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Lender a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Lender (a) that certain Security Agreement (the "**Security Agreement**"), (b) those certain Commercial Deeds of Trust, Assignment of Rents and Security Agreement (collectively, the "**Deeds of Trust**") and (c) certain other documents and instruments (collectively, and together with the Security Agreement and the Deeds of Trust, the "**Loan Documents**"), each dated on or about the date hereof pursuant to which, inter alia, the Assignor has granted to the Lender a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the indebtedness and obligations more particularly described in the Loan Agreement and the other Loan Documents (the "**Obligations**"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement and the Security Agreement. In addition, the

following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Federal Marks. See Section 2.1.

Assignment of Marks. See Section 2.1.

Assignment of State Marks. See Section 2.1.

Assignments of Marks. See Section 2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A and Schedule B attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in the Loan Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Lender a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Lender. In addition, the Assignor has executed in blank and delivered to the Lender (i) an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Federal Marks**") and (ii) an assignment of trademarks registered with the states of Alabama, Colorado, Georgia, Indiana, Maryland, New Mexico, North Carolina and Texas in substantially the form of Exhibit 2 hereto (the "**Assignment of State Marks**," each of the foregoing assignments being also referred to herein individually as an "**Assignment of Marks**" or collectively as the "**Assignments of Marks**"). The Assignor hereby authorizes the Lender to complete as assignee and record with the PTO, in the case of the Assignment of Federal Marks and any other appropriate state or foreign entity an Assignment of Marks upon the occurrence and during the continuance of a Default and the proper exercise of the Lender's remedies under this Trademark Agreement and the Security Agreement

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Lender the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of a Default and (ii) either (A) upon the written demand of the Lender at any time during such continuance or (B) immediately and automatically (without notice or action

of any kind by the Lender) upon a Default for which acceleration of the Loan has been declared under the Loan Agreement (including the transfer or other disposition of the Collateral by the Assignor to the Lender or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Lender a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Lender in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or other appropriate entity, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lender in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use, if any), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future

employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO and other appropriate entities, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Lender and its employees and agents the right to visit the Assignor's plants and facilities that manufacture or provide products or services, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement; provided, however, that Lender acknowledges and agrees that that certain Limited Assignment Agreement dated September 30, 1997, by and between Assignor's predecessor-in-interest, Prufrock Restaurants, Inc., and Colorado Restaurant Management, Inc. and those certain other documents relating to use of trademarks and other rights in Colorado (collectively, the "**Colorado License Agreement**") is not a violation of this Trademark Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Lender to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's

further approval or signature, by amending Schedules A and B hereto and any Annex to the Assignments of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Lender.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel acceptable to the Lender, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States, any state agency or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark

Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Lender to dispose of any of the Pledged Trademarks or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of a Default, the Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2), the Loan Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Texas, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Lender in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY.

If any Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Pledged Trademarks, or

to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation of this

Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, 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 or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be given pursuant to the terms and provisions of Section 17 of the Loan Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in Section 6.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS. The Assignor agrees that

any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of Texas or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

21.1. Construction. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Loan Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

21.2. Manager. Assignor and Lender acknowledge and agree that Manager has agreed to assist Assignor, inter alia, by providing reports and other information on Assignor's behalf and to take other actions to maintain and manage the Collateral as required by the Management Agreement and, therefore, in each case, except where context otherwise requires, the reference to Assignor action hereunder shall be deemed to included the following parenthetical: "(or Manager, on Assignor's behalf, *{has/will/shall}*)."

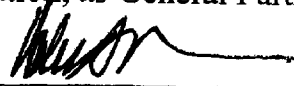
IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNOR:

RESTAURANTS ACQUISITION I, LLC, a
Delaware limited liability company

By: CNL Income & Growth Fund, Ltd.,
a Florida limited partnership, as Managing
Member

By: CNL Growth Corp., a Florida
corporation, as General Partner

By: 
Name: Robert A. Baucne
Title: President

(CORPORATE SEAL)

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Fairfax

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert A. Bourne as President of CNL GROWTH CORP., a Florida corporation, as General Partner of CNL Income & Growth Fund, Ltd., a Florida limited partnership, the partnership that executed the foregoing instrument as Managing Member of RESTAURANTS ACQUISITION I, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said partnership and company on behalf of said limited liability company, and that he executed the same as the act of such partnership and company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL

this 3rd day of May, 2002.

Kristen Harlow
NOTARY SIGNATURE

Kristen Harlow
PRINTED NOTARY SIGNATURE
NOTARY PUBLIC, STATE OF Virginia
Commission Number: _____
My Commission Expires: April 30, 2004

LENDER:

CNL RESTAURANTS XVIII, INC., a
Delaware corporation

By: [Signature]
Name: Robert A. Bourne
Title: President

CNL RESTAURANTS XVIII, INC. ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 3rd day of May, 2002, by Robert A. Bourne, as President of CNL RESTAURANTS XVIII, INC., a Delaware corporation, on behalf of the corporation. He/she is personally known to me and did not take an oath.

(NOTARY SEAL)

[Signature]
Notary Public Signature

Kristen A. Harlow
(Name typed, printed or stamped)

Notary Public, State of Virginia

Commission No.: _____

My Commission Expires: April 30, 2004

SCHEDULE A

Federal Trademarks and Trademark Registrations

<u>Trademark</u> <u>or</u> <u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. Black-eyed Pea	1486543	4/26/88
2. Dixie House	1262064	12/20/83
3. Home Cooking Worth Going Out For	1685693	5/5/92
4. Black-eyed Pea Market Grill	1991990	8/6/96
5. The Black-eyed Pea	75/501847	6/15/98
6. Amarillo Jack	76/020335	4/7/00

<u>Trademark</u> <u>or</u> <u>Service Mark</u>	<u>Pending Applications</u>	
	<u>Serial No.</u>	<u>Filing Date</u>
None		

SCHEDULE B

State Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. The Black-eyed Pea	Texas	33669	3/11/1997
2. Black-eyed Pea	Indiana	50102495	7/18/1994
3. The Black-eyed Pea	Alabama	106-099	5/31/1994
4. The Black-eyed Pea	North Carolina	010498	4/7/1993
5. The Black-eyed Pea	Georgia	10293	8/16/1990
6. Black-eyed Pea	New Mexico	TK94060706	6/7/1994
7. Black eyed Pea	Maryland	88-S2256	11/16/1988
8. The Black-eyed Pea	Colorado	19851027760	1/24/1985

Trademark
or
Service Mark

Pending State Applications

State Serial No. Filing Date

None

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (FEDERAL)

WHEREAS, RESTAURANTS ACQUISITION I, LLC, a Delaware limited liability company, having a place of business at 450 S. Orange Avenue, Orlando, Florida 32801 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (Federal) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (Federal) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of April 30, 2002.

ASSIGNOR:

RESTAURANTS ACQUISITION I, LLC,
a Delaware limited liability company

By: CNL Income & Growth Fund, Ltd.,
a Florida limited partnership, as
Managing Member

By: CNL Growth Corp., a Florida
corporation, as General Partner

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, as _____ of **CNL GROWTH CORP.**, a Florida corporation, the general partner of **CNL Income & Growth Fund, Ltd.**, a Florida limited partnership, as the Managing Member that executed the foregoing instrument on behalf of **RESTAURANTS ACQUISITION I, LLC**, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said partnership and company and that such Vice President of the general partner of the managing member executed the same for the purposes and consideration therein expressed and in the capacity therein stated for and on behalf of the company.

GIVEN UNDER MY HAND AND SEAL this ____ day of May 2002.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of Delaware

Commission No.: _____

My Commission Expires: _____

ANNEX

Federal Trademarks and Trademark Registrations

<u>Trademark</u> <u>or</u> <u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. Black-eyed Pea	1486543	4/26/88
2. Dixie House	1262064	12/20/83
3. Home Cooking Worth Going Out For	1685693	5/5/92
4. Black-eyed Pea Market Grill	1991990	8/6/96
5. The Black-eyed Pea	75/501847	6/15/98
6. Amarillo Jack	76/020335	4/7/00

<u>Trademark</u> <u>or</u> <u>Service Mark</u>	<u>Pending Applications</u>	
	<u>Serial No.</u>	<u>Filing Date</u>
None		

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (STATE)

WHEREAS, RESTAURANTS ACQUISITION I, LLC, a Delaware limited liability company, having a place of business at 450 S. Orange Avenue, Orlando, Florida 32801 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the proper office for recordation at the state level for each state identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (State) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (State) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of April 30, 2002.

ASSIGNOR:

RESTAURANTS ACQUISITION I, LLC,
a Delaware limited liability company

By: CNL Income & Growth Fund, Ltd.,
a Florida limited partnership, as
Managing Member

By: CNL Growth Corp., a Florida
corporation, as General Partner

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, as _____ of **CNL GROWTH CORP.**, a Florida corporation, the general partner of **CNL Income & Growth Fund, Ltd.**, a Florida limited partnership, as the Managing Member that executed the foregoing instrument on behalf of **RESTAURANTS ACQUISITION I, LLC**, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said partnership and company and that such Vice President of the general partner of the managing member executed the same for the purposes and consideration therein expressed and in the capacity therein stated for and on behalf of the company.

GIVEN UNDER MY HAND AND SEAL this ____ day of May 2002.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Delaware
Commission No.: _____
My Commission Expires: _____

ANNEX

State Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. The Black-eyed Pea	Texas	33669	3/11/1997
2. Black-eyed Pea	Indiana	50102495	7/18/1994
3. The Black-eyed Pea	Alabama	106-099	5/31/1994
4. The Black-eyed Pea	North Carolina	010498	4/7/1993
5. The Black-eyed Pea	Georgia	10293	8/16/1990
6. Black-eyed Pea	New Mexico	TK94060706	6/7/1994
7. Black eyed Pea	Maryland	88-S2256	11/16/1988
8. The Black-eyed Pea	Colorado	19851027760	1/24/1985

<u>Trademark or Service Mark</u>	<u>State</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			