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To the Honorable Commissioner o.

102279883

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Roy Rogers Franchise Company

10-22-02

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 10, 2002

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

Name: Fredericktown Bank & Trust Company

Internal Address:

Street Address: 30 N. Market Street, P.O. Box 510

City: Frederick State: MD ZIP: 21702

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,058,092	1,165,024
1,844,584	1,072,917
1,843,069	1,061,424
1,447,946	882,909
1,174,613	

Additional numbers Yes No

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

Name: Laura S. Runyeon

Internal Address:

Street Address: Miles & Stockbridge

10 Light Street

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

11/13/2002 DBYRNE 00000223 200052 2058092 DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 200.00 CH

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.

Laura S. Runyeon

Name of Person Signing

Laura S. Runyeon
Signature

October 18, 2002

Date

Christina E. Wilson

Total number of pages including cover sheet, attachments, and

TRADEMARK

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 17th day of July, 2002, by Roy Rogers Franchise Company, a Maryland limited liability company (the "Assignor"), in favor of Fredericktown Bank & Trust Company (the "Lender").

RECITALS

A. The Assignor has purchased and acquired the rights to certain trademarks and trademark applications as listed on SCHEDULE A attached hereto and made a part hereof (collectively, the "Trademarks").

B. The Lender is providing certain financing to the Assignor (the "Credit Facility"), for the purpose of financing a portion of the costs of acquiring the Trademarks. The Credit Facility is governed by a certain Loan and Security Agreement of even date herewith, as the same may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), and is further evidenced, governed, secured and/or guaranteed by certain Loan Documents as such term is defined in the Loan Agreement. All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

C. The Loan Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Lender, a lien on, and security interest in, the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Loan Agreement.

D. The Lender desires to have the security interest of the Lender in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the sums evidenced by the Note and for the other obligations of the Assignor under the Loan Agreement and the other Loan Documents (collectively the "Obligations"), the Assignor has agreed to assign to the Lender the Trademarks and the goodwill of the Business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I ASSIGNMENT

In consideration of and pursuant to the terms of the Loan Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender, a security interest in, lien on, and collateral assignment of the Trademarks, together with all of the goodwill of the Assignor associated with and represented by the Trademarks and any

registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default under the Loan Agreement and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Lender that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

2.1.1 The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

2.1.2 Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

2.1.3 The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the other jurisdictions in which it is registered, each of the Trademarks is free and clear of any other liens, judgements, security interests, licenses (other than those licenses granted to franchisees and licensees under the Franchise Agreements described in the Loan Agreement) and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment; provided, however, that Assignor shall be permitted to enter into new Franchise Agreements with franchisees subject to the provisions of the Loan Agreement.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Lender's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full.

3.2.2 Except as permitted by the provisions of the Loan Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter until the Obligations shall have been satisfied in full, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Lender, to make federal application for registration of registerable but unregistered trademarks. Any expenses incurred in connection with such applications shall be the responsibility of the Assignor and to the extent that Assignor fails to pay such expenses and the Lender pays such expenses on behalf of Assignor, such payments shall be deemed part of the Obligations and secured by the Loan Agreement and the other Loan Documents. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Lender.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if necessary, at its own expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph, together with interest thereon at the Default Interest Rate provided for in the Note.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademarks, together with interest thereon at the Default Interest Rate provided for in the Note.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lender, upon demand, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Lender in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, 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 costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Lender.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Loan Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any security interest, judgement lien or other encumbrance (other than the lien and security interest created hereby and under the Loan Agreement) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law may, following an Event of Default, upon notice to the Assignor, terminate the license set forth in Section 4.1 above, and may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Loan Agreement, the Loan Documents and other obligations and until all of the Obligations to the Lender are satisfied in full.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

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 Loan Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Loan Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

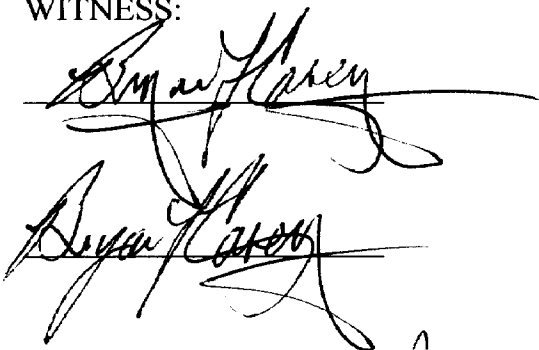
This Assignment shall be governed by and construed in conformity with the laws of the

State of Maryland.

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS:

ROY ROGERS FRANCHISE COMPANY, LLC

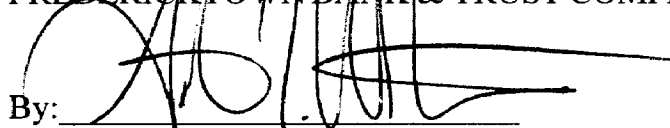


By: James N. Plamondon (SEAL)
James N. Plamondon
Co-Manager

By: Peter H. Plamondon, Jr. (SEAL)
Peter H. Plamondon, Jr.
Co-Manager

Approved and Accepted:

FREDERICKTOWN BANK & TRUST COMPANY




By: _____
Name: Scott T. Wootton
Title: Vice President

ACKNOWLEDGMENTS

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:


On this 10th day of July, 2002, before me personally appeared James N. Plamondon., to me known and being duly sworn, deposes and says that he is a Co-Manager of Roy Rogers Franchise Company, LLC, a Maryland limited liability company, the Assignor; that he signed the Assignment as said Manager of such limited liability company pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such limited liability company; and he desires the same to be recorded as such.


Notary Public

My Commission Expires: 11/1/03

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this 10th day of July, 2002, before me personally appeared Peter H. Plamondon, Jr., to me known and being duly sworn, deposes and says that he is a Co-Manager of Roy Rogers Franchise Company, LLC, a Maryland limited liability company, the Assignor; that he signed the Assignment as said Manager of such limited liability company pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such limited liability company; and he desires the same to be recorded as such.


Notary Public

My Commission Expires: 11/1/03

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Reg. No.	Mark	Class(es)	Reg. Date	Status	Next Maintenance Action
2,058,092	ROY ROGERS & Design (service mark)	42	4/29/97	Registered	Declaration of Continued Use due 4/29/03
1,844,584	ROY'S ROASTERS & Design (trademark)	29	7/12/94	Registered	Renewal application due 7/12/04
1,843,069	ROY'S ROASTERS (trademark)	29	7/5/94	Registered	Renewal application due 7/5/04
1,447,946	FIXIN'S BAR (service mark)	42	7/14/87	Registered	Renewal application due 7/14/07
1,174,613	ROY ROGERS ROAST BEEF BURGERS CHICKEN & Design (service mark)	42	10/20/81	Registered	Renewal application due 10/20/11
1,165,024	ROY ROGERS (stylized) (service mark)	42	8/11/81	Registered	Renewal application due 8/11/11
1,072,917	ROY ROGERS FAMILY RESTAURANT & Design (service mark)	42	9/6/77	Registered	Renewal application due 9/6/07
1,061,424	DOUBLE-R-BAR BURGER (service mark)	42	3/15/77	Registered	Renewal application due 3/15/07
882,909	ROY ROGERS (trademark/ service mark)	16; 29; 30; 32; 35; 42	12/23/69	Registered	Renewal application due 12/23/09