



11-20-2002



102287498

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

REC T.

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):
Cooker Restaurant Corporation

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

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

2. Name and address of receiving party(ies)
 Name: Bank of America, N.A.
 Internal
 Address: NC1-001-13-26
 Street Address: 101 N. Tryon Street
 City: Charlotte State: NC Zip: 28255

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a U.S. national banking association

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 _____

Execution Date: October 1, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,498,116

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Bruce A. Tassan
 Internal Address: Tassan Law Firm

 Street Address: 4143 27th Street N.

 City: Arlington State: VA Zip: 22207

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

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.

Bruce A. Tassan [Signature] November 12, 2002
 Name of Person Signing Signature Date

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

11/19/2002 DBYRNE 00000083 1498116
 01 FC:8521 40.00 DP

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

TRADEMARK
 REEL: 002619 FRAME: 0709

Names and Addresses of Additional Receiving Parties:

Bank of America Strategic Solutions, Inc., a Delaware corporation
101 N. Tryon Street
NC1-001-13-26
Charlotte, NC 28255

Beal Bank, S.S.B., a Texas state chartered bank
6000 Legacy Drive
Plano, TX 75024

EXHIBIT A



Word Mark	COOKER BAR AND GRILLE
Goods and Services	IC 042. US 100. G & S: RESTAURANT AND BAR SERVICES. FIRST USE: 19851113. FIRST USE IN COMMERCE: 19851113
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	73684351
Filing Date	September 10, 1987
Published for Opposition	May 3, 1988
Registration Number	1498116
Registration Date	July 26, 1988
Type of Mark	SERVICE MARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is entered into as of October 1, 2002 among COOKER RESTAURANT CORPORATION, an Ohio corporation, successor by merger of COOKER RESTAURANT CORPORATION, an Ohio corporation, CGR MANAGEMENT CORPORATION, a Florida corporation, FLORIDA COOKER, LP, INC., a Florida corporation and SOUTHERN COOKER LIMITED PARTNERSHIP, an Ohio limited partnership (all the foregoing collectively the "Grantor") and BANK OF AMERICA, N.A. ("Agent") as agent for BANK OF AMERICA STRATEGIC SOLUTIONS, INC. and BEAL BANK, S.S.B. (collectively the "Lender").

RECITALS

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the ("Loan Agreement")), between the Grantor and the Lender, the Lender has agreed to make Loans and upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the obligations of the Lender to make its Loans and under the Loan Agreement that the Grantor shall have executed and delivered this Security Agreement to the Lender.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(b) In addition the following terms shall have the following meanings:

"Secured Obligations": the collective reference to all of the obligations, now existing or hereafter arising pursuant to the Tranche A Term Loan Notes defined in the Loan Agreement, owing from the Grantor to the Lender howsoever evidenced, created, incurred or acquired.

"Trademarks": all of Grantor's right, title, and interest in all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and all other source or business identifiers, now existing or hereafter adopted or acquired by Grantor, and the goodwill associated therewith, all registrations, applications, and recordings therefor, in the United States Patent and Trademark Office (USPTO), in any similar office or agency of the United States, any State, any foreign country, and in any political subdivision of the foregoing, and including those Trademarks in attached Schedule 1(a) all extensions and renewals thereof, all licenses to Grantor of the trademarks rights of others, and the entire right to sue for and recover all profits, damages, and monetary awards for past infringements

“Patents”: all of Grantor’s right, title, and interest in all U.S. and foreign patents and industrial designs and all applications therefor, including renewals, reissues, continuations and divisions, all licenses to Grantor to the patent and industrial design rights of others, the rights to inventions now patentable or hereafter patentable by Grantor or its employees and agents, all income, royalties, and profits, and monies resulting from Grantor’s ownership thereof, and the right to sue for and recover all profits, damages, and monetary awards for past infringements.

“Copyrights”: all of Grantor’s right, title, and interest in all U.S. and foreign copyrights now owned or hereafter acquired, all applications and registrations therefor, all renewals and extensions, all licenses to Grantor to the copyrights of others, the rights to all income, royalties, and payments resulting from Grantor’s ownership thereof, and the right to sue for and recover all profits, damages, and monetary awards for past infringements.

“Trade Secrets”: all of Grantor’s right, title, and interest in its proprietary and confidential information, including without limitation customer lists, suppliers, recipes, management techniques, future store locations, and market surveys.

“Domain Names”: all of Grantor’s uniform resource locators (URL) registered with any agency of ICANN and e-mail addresses.

“Telephone Numbers”: all of Grantor’s telephone numbers.

“Licenses”: means any agreement, written or oral, providing for the grant by the Grantor of any right to any Trademarks, Patents, Copyrights, Trade Secrets, Domain Names and/or Telephone Numbers.

2. **Grant of Security Interest in the Collateral.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantor grants to the Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the personal property of the Grantor, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral") including, without limitation, the following: Trademarks, Patents, Copyrights, Trade Secrets, Domain Names, Telephone numbers; and Licenses, and all proceeds for any and all the foregoing.

The Grantor and the Lender hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Trademarks or Trademark Licenses.

3. **Representations and Warranties.** The Grantor represents and warrants to the Lender that until such time as the Secured Obligations are satisfied in full:

(a) **Collateral**

(i) The Collateral listed on Schedule 1(a) is owned by the Grantor.

(ii) Except as set forth in Schedule 1(a), none of the Collateral is the subject of any licensing or franchise agreement.

(iii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Collateral.

4. **Covenants.** The Grantor covenants that until such time as the Secured Obligations are fully satisfied the Grantor shall:

(a) **Other Liens.** Defend the Collateral against the claims and demands of all other parties claiming an interest therein, and keep the Collateral free from all liens.

(b) **Filing of Financing Statements, Notices, etc.** The Grantor hereby authorizes the Agent to prepare and file such trademark cover sheets, financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC or applicable federal law governing the grant of a security interest in the Collateral. The Grantor shall also execute and deliver to the Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Agent may reasonably request) and do all such other things as the Agent may reasonably deem necessary or appropriate (i) to assure to the Lender its security interests hereunder, including with regard to the Collateral, an original of this Security Agreement, and/or a Notice of Grant of Security Interest in Collateral or trademark cover sheet for filing with the USPTO in the form of Schedule 4(b)(i) attached or any other form required for such purpose by a government agency, (ii) to consummate the transactions contemplated hereby, and (iii) to otherwise protect and assure the Lender of its rights and interests hereunder. To that end, the Grantor agrees that the Agent may file one or more financing statements or Trademark Cover Sheets disclosing the Lender's security interest in any or all of the Collateral of the Grantor without, to the extent permitted by law, the Grantor's signature thereon, and further the Grantor also hereby irrevocably makes, constitutes and appoints the Agent, its nominee or any other person whom the Agent may designate, as the Grantor's attorney in fact with full power and for the limited purpose to sign in the name of the Grantor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or trademark cover sheets or any similar documents which in the Agent's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until the Secured Obligations are fully satisfied. The Grantor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement or with the USPTO is sufficient for filing as a financing statement by the Agent without notice thereof to such Grantor wherever the Agent may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than Tennessee becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Secured Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Agent in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Lender under the law of such other jurisdiction (and, if the Grantor shall fail to do so promptly upon the request of the Agent, then the Agent may execute any and all such requested

documents on behalf of the Grantor pursuant to the power of attorney granted hereinabove). The Grantor agrees to mark its books and records to reflect the security interest of the Lender in the Collateral.

(c) Covenants Relating to Collateral

(i) (A) Continue to use each Trademark (as may be subject to variations thereof) so as to maintain each Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under each Trademark, (C) employ each Trademark with the appropriate notice of registration or common law trademark symbol as appropriate, and (D) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated; provided, that Grantor may abandon or modify Trademarks upon prior written notice to Agent.

(ii) Notify the Lender immediately if it knows, or has reason to know, that any application or registration relating to any Collateral may become abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO or any court or tribunal in any country) regarding the Grantor's ownership of any Collateral or its right to register the same or to keep and maintain the same.

(iii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the USPTO, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration and letters patent for the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, and affidavits of incontestability.

(iv) Promptly notify the Lender after it learns that any Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect the Collateral.

(v) Not make any assignment or agreement in conflict with the security interest in the Collateral of the Grantor hereunder.

(d) New Trademarks. Whenever the Grantor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the USPTO, or any similar office or agency in any other country or any political subdivision thereof, promptly provide the Lender with (i) a listing of all such applications, and such new applications and certificates, registrations, or letters patent therefrom shall be subject to the terms and conditions hereunder, and (ii) (A) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks or (B) such other duly executed documents as the Lender may

request in a form acceptable to counsel for the Lender and suitable for recording to evidence the security interest in the Trademark which is the subject of such new application.

5. **Events of Default.** The occurrence of an event which under the Loan Agreement would constitute a Default shall be an Event of Default hereunder (an "Event of Default").

6. **Remedies.** This security interest is granted in conjunction with the Loan Agreement. The Rules of Construction set forth in the Loan Agreement shall apply. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement among Borrower, Lender and Agent, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. **Rights of the Lender.**

(a) **Power of Attorney.** In addition to other powers of attorney contained herein, Grantor hereby designates and appoints the Lender, and each of its designees or agents, as attorney-in-fact of the Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as the Lender may reasonably determine;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Lender may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to the Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of the Grantor on behalf of and in the name of the Grantor, or securing, or relating to such Collateral;

(v) to execute documents and agreements to sell, assign, or transfer to a third party the Collateral or to license the Collateral to a third party, make any agreement in respect thereof, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Lender were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices, checks, drafts, and other agreements, instruments and documents that the Lender may determine necessary in order to perfect and maintain the security interests and liens granted in this

Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(viii) institute any foreclosure proceedings that the Lender may deem appropriate; and

(ix) do and perform all such other acts and things as the Lender may reasonably deem to be necessary, proper or convenient in connection with the Collateral, including notifying post office authorities to change the address for delivery of the Grantor's mail to that designated by Agent, and Agent may receive, open, and dispose of all mail addressed to Grantor and to have all of Grantor's phone numbers forwarded to a number designated by Grantor and/or to have the ownership of such numbers transferred to Agent.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Secured Obligations are satisfied in full. The Lender shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Lender in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Lender shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Lender solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Lender of Obligations. If the Grantor fails to perform any agreement or obligation contained herein, the Lender itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Grantor pursuant to Section 9 hereof.

(c) Assignment by the Lender. The Lender may from time to time assign the Secured Obligations and any portion thereof and/or Security Interest in the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Lender under this Security Agreement in relation thereto.

8. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Lender in cash or its equivalent, will be applied in reduction of the Secured Obligations.

9. Costs of Counsel. At all times hereafter, Grantor agrees to promptly pay upon demand any and all reasonable costs and expenses of the Lender, as required under the Loan Agreement and as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Secured Obligations hereunder.

10. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until such time as the Secured Obligations are satisfied in full. At such time as the Secured Obligations are satisfied in full, this Security Agreement shall be automatically terminated and the Lender shall, upon the request and at the expense of the Grantor, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

11. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Lender, as required by the Loan Agreement. To the fullest extent permitted by law, the Grantor hereby releases the Lender, and its successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or willful misconduct of the Lender, or its officers, employees or agents.

12. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with the Loan Agreement.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

14. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

15. Governing Law; Arbitration. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF

THE STATE OF TENNESSEE. The terms of Section 39 of the Loan Agreement are incorporated herein by reference, and the parties hereto agree to such terms.

16. **Severability.** If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

17. **Other Security.** To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Lender shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Lender has the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Lender shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Lender's rights or the Secured Obligations under this Security Agreement.


18. **Conduct No Waiver.** No waiver of default shall be effective unless in writing executed by Agent, Grantor, and Lender, and waiver of any default or forbearance on the part of the Agent or Lender in enforcing any of their rights under this Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.


BORROWER:

COOKER RESTAURANT CORPORATION

By: 
Name: HENRY R. HUENNENER
Title: CHAIRMAN & CEO

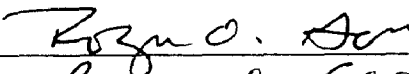
Accepted and agreed to as of the date first above written.

AGENT: BANK OF AMERICA, N.A.

By: 
Name: ROGER O. GOR
Title: SVP

LENDERS:

BANK OF AMERICA STRATEGIC SOLUTIONS, INC.

By: 
Name: ROGER O. GOR
Title: SVP

BEAL BANK, S.S.B.

By: _____
Name: _____
Title: _____

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

COOKER RESTAURANT CORPORATION

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date first above written.

AGENT: BANK OF AMERICA, N.A.


By: _____
Name: _____
Title: _____

LENDERS:

BANC OF AMERICA STRATEGIC SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

BEAL BANK, S.S.B.

By: 
Name: CLARK E. ENRIGHT
Title: SR. VICE PRESIDENT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Henry Hillenmeyer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Chairman of Cooker Restaurant Corporation, a corporation, and that Henry Hillenmeyer as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Henry Hillenmeyer as Chairman.

WITNESS my hand and seal, at office in Nashville, Tennessee, this the 27th day of September, 2002.

Lisa K. Buan
Notary Public

My Commission Expires: 10/12/2003

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Roger Gore, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Sr. Vice President of Bank of America, N.A., a national banking association, and that he as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself as Sr. Vice President

WITNESS my hand and seal, at office in Nashville, Tennessee, this the 27th day of September, 2002.

Lisa K. Buan
Notary Public

My Commission Expires: 10/12/2003

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Roger Gore, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Sr. V.P. of Banc of America Strategic Solutions, Inc., a corporation, and that he as such Sr. V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. V.P..

WITNESS my hand and seal, at office in Nashville, Tennessee, this the ^{27th} day of September, 2002.

Lisa K. Swan
Notary Public

My Commission Expires: 10/12/2003

STATE OF TENNESSEE)

COUNTY OF _____)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis as satisfactory evidence) and who upon oath acknowledged himself to be the _____ of Beal Bank, S.S.B., a state chartered bank, the within named bargainor, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the state chartered bank by himself as such _____.

WITNESS my hand and seal, at office in _____, Tennessee, this the day of _____, 2002.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared Roger Gore, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the _____ of Banc of America Strategic Solutions, Inc., a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

WITNESS my hand and seal, at office in _____, Tennessee, this the day of _____, 2002.

Notary Public

My Commission Expires:

STATE OF TEXAS)

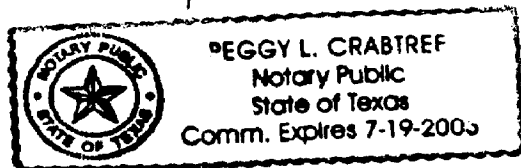
COUNTY OF COLLIN)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared CLARK E. ENRIGHT, with whom I am personally acquainted (or proved to me on the basis as satisfactory evidence) and who upon oath acknowledged himself to be the SR VICE PRESIDENT of Beal Bank, S.S.B., a state chartered bank, the within named bargainor, and that he as such SR VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the state chartered bank by himself as such SR VICE PRESIDENT.

WITNESS my hand and seal, at office in Plano, Texas, this the day of SEPT. 25, 2002.

Peggy L. Crabtree
Notary Public

My Commission Expires:
7-19-2003



SCHEDULE 1(a)



Word Mark COOKER BAR AND GRILLE

Goods and Services IC 042. US 100. G & S: RESTAURANT AND BAR SERVICES. FIRST USE: 19851113. FIRST USE IN COMMERCE: 19851113

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 73684351

Filing Date September 10, 1987

Published for Opposition May 3, 1988

Registration Number 1498116

Registration Date July 26, 1988

Type of Mark SERVICE MARK

Register PRINCIPAL