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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): 12-26-02
 FAZOLI'S MANAGEMENT, INC.

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

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

2. Name and address of receiving party(ies)
 Name: FLEET NATIONAL BANK
 Internal
 Address: _____
 Street Address: 100 Federal Street
 City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other 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: December 16, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
See Attached Schedule A

B. Trademark Registration No.(s) _____
See Attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stacey Farrell
 Internal Address: Bingham McCutchen

 Street Address: 150 Federal Street

 City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
01/02/2003 DBYRNE 00000078 2537949
01 FC:4521 40.00 OP Stacey Farrell December 24, 2002
02 FC:4522 150.00 OP Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

01/02/2003 DBYRNE 00000078 2537949
01 FC:4521 40.00 OP
02 FC:4522 150.00 OP

Stacey Farrell
Signature

December 24, 2002
Date

11

Total number of pages including cover sheet, attachments, and document: 11

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	<u>Registration No.</u>	<u>Registration Date</u>
FAZOLI'S	2537949	2/12/2002
NINA'S CREAMERY	2598856	7/23/2002
FAZOLI'S SUB-OVEN	2568058	5/7/2002
FAZOLI'S EXPRESS	2507632	11/31/2001

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	<u>Serial No.</u>	<u>Filing Date</u>
JOE MATA'S	78,152879	8/9/2002
EVERYONE'S ITALIAN	76,250796	5/30/2001
PANINI	76,236081	4/4/2001

AMENDMENT
to the
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

This **AMENDMENT** to the **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of December 16, 2002 (this "Amendment"), is by and between **FAZOLI'S MANAGEMENT, INC.**, a Kentucky corporation having its principal place of business at 2470 Palumbo Drive, Lexington, Kentucky 40509 (the "Pledgor"), and **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 16, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among **SEED RESTAURANT GROUP, INC.**, **FAZOLI'S RESTAURANTS, INC.** ("FRI"), **FAZOLI'S JOINT VENTURE, LTD.** ("FJV" and, collectively with FRI, the "Co-Borrowers"), the Banks and the Agent.

WHEREAS, the Co-Borrowers have entered into a Revolving Credit and Term Loan Agreement dated as of March 30, 1999 (as amended and in effect from time to time, the "Original Credit Agreement") with the Agent and certain of the Banks pursuant to which the Banks party thereto, subject to the terms and conditions contained therein, provided certain financial accommodations to the Pledgor;

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Pledgor and the Agent entered into a certain Trademark Collateral Security and Pledge Agreement, dated as of March 30, 1999 (as amended, and in effect from time to time, the "Original Trademark Agreement") which was recorded with the United States Patent and Trademark Office (the "PTO") on or about April 8, 1999, at Trademark Reel 1881, Frame 0381, as a supplement to the provisions of a certain Security Agreement, dated as of March 30, 1999 (as amended, and in effect from time to time, the "Original Security Agreement") by and among the Pledgor, the Banks and the Agent;

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Agreement, the Pledgor has adopted and used certain Trademarks (as such term is defined in the Original Trademark Agreement) (such subsequent Trademarks being collectively referred to herein as the "Supplemental Trademarks") which Supplemental Trademarks are the subject of pending or issued United States registrations and are set forth on Schedule A attached hereto;

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Pledgor and the Agent entered into the Original Security Agreement pursuant to which it granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of its assets, including without limitation, all

trademarks, service marks, trademark and service mark registrations and trademark and service mark registration applications owned or thereafter acquired;

WHEREAS, the Original Credit Agreement shall be amended and restated in its entirety by the Credit Agreement;

WHEREAS, the Original Security Agreement shall be amended and restated in its entirety by the Amended and Restated Security Agreement, dated as of December __, 2002 (as amended, and in effect from time to time, the "Security Agreement");

WHEREAS, pursuant to and in fulfillment of the Pledgor's obligations under the Credit Agreement, the Security Agreement and the Original Trademark Agreement, the Pledgor wishes to execute and deliver this Amendment in order to continue and confirm the grant of a lien on and security interest in the Pledged Trademarks as set forth in the Original Trademark Agreement, and to further effect, evidence and memorialize the Pledgor's grant to the Agent of a lien on and security interest in the Supplemental Trademarks, the Trademark Registrations associated with the Supplemental Trademarks (the "Supplemental Trademark Registrations"), the Trademark License Rights associated with the Supplemental Trademarks (the "Supplemental Trademark License Rights"), the Trademark Rights associated with the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Associated Goodwill associated with the Supplemental Trademarks (the "Supplemental Associated Goodwill"), the Related Assets associated with the Supplemental Trademarks (the "Supplemental Related Assets"), all accessions to, substitutions for, replacements of, and all proceeds and products of any and all of the foregoing (the "Supplemental Proceeds" and, collectively with the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, and the Supplemental Related Assets, referred to herein as the "Supplemental Pledged Trademarks"), and the Pledgor's collateral future conditional assignment to the Agent of the Supplemental Pledged Trademarks, all as contemplated by the Original Trademark Agreement, in each case for the benefit of the Agent and the Banks; and

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Co-Borrowers under the Credit Agreement that the Pledgor execute and deliver to the Agent, for the benefit of the Agent and the Banks, an amendment to the Original Trademark Agreement in substantially the form hereof;

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 Credit Agreement, the Security Agreement and the Original 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 Pledgor hereby unconditionally grants to the Agent (and confirms its grant to the Agent, pursuant to the Original Trademark Agreement and the Security Agreement), for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks and the Supplemental Trademarks, and pledges and mortgages (but does not transfer title to) the Supplemental Pledged Trademarks to the Agent (and confirms its pledge and mortgage of (but not transfer of title to) the Pledged Trademarks to the Agent pursuant to the Original Trademark Agreement) for the benefit of the Banks and the Agent.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Supplemental Pledged Trademarks and the Pledged Trademarks provided and confirmed in §2.1, the Pledgor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks and the Agent, the Pledgor's entire right, title and interest in and to the Supplemental Pledged Trademarks subject to the terms of the Original Trademark Agreement.

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Pledgor has granted to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on the Collateral (including the Supplemental Pledged Trademarks and the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Supplemental Pledged Trademarks and the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Amendment, the grant, assignment, transfer and conveyance of the Supplemental Pledged Trademarks or the Pledged Trademarks hereunder, or the recordation of this Amendment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Supplemental Pledged Trademarks and the Pledged Trademarks) pursuant to the Security Agreement and the Original Trademark Agreement, this Amendment, 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 Agent in and to the Collateral under or in connection with the Security Agreement, the Original Trademark Agreement this Amendment and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Pledgor 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 Agent (and the obligations of the Pledgor) 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. AMENDMENTS TO ORIGINAL TRADEMARK AGREEMENT.

The Original Trademark Agreement is hereby amended as follows:

(a) The Pledgor hereby confirms and agrees that all references in the Original Trademark Agreement to the term the "Pledgor" shall hereafter refer to the Pledgor as defined in this Amendment.

(b) The Pledgor hereby confirms and agrees that all references in the Original Trademark Agreement to the term the "Obligations" shall hereafter refer to the Obligations as defined in the Security Agreement by reference to the Credit Agreement.

(c) The Pledgor hereby confirms and agrees that the term "Pledged Trademarks", as defined and used in the Original Trademark Agreement, shall include, as of the time of the Pledgor's acquisition of any right, title or interest therein or thereto, the Supplemental Pledged Trademarks, the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, the Supplement Related Assets, and the Supplemental Proceeds.

(d) The Pledgor hereby confirms and agrees that all references in the Original Trademark Agreement to the term "Credit Agreement" shall hereafter refer to the Credit Agreement as defined in this Amendment.

(e) The Pledgor hereby confirms and agrees that all references in the Original Trademark Agreement to the term the "Security Agreement" shall hereafter refer to the Security Agreement as defined in this Amendment.

(f) Schedule A to the Original Trademark Agreement (the "Original Schedule A"), which sets forth a list of all pending and issued United States registrations of Trademarks owned by the Pledgor, is hereby amended and supplemented by Schedule A to this Amendment (the "New Schedule A").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PLEDGOR.

4.1. The Pledgor represents and warrants that, together, the Original Schedule A and the New Schedule A constitute a true and complete list of all pending and issued United States registrations of Pledged Trademarks.

4.2. The Pledgor represents and warrants that all representations and warranties of the Pledgor as set forth in the Original Trademark Agreement, as amended by §3 hereof, are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

4.3. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Pledgor and the Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Agreement, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

5. EFFECTIVENESS.

This Amendment shall become effective on and as of the date hereof (the "Effective Date") upon (a) receipt by the Agent of counterparts of this Amendment duly executed by each of the Pledgor and the Agent and (b) the satisfaction of the conditions set forth in §12 of the Credit Agreement.

6. MISCELLANEOUS PROVISIONS.

(a) Except as otherwise expressly provided by this Amendment, all of the terms, conditions and provisions of the Original Trademark Agreement shall remain the same. It is declared and agreed by each of the parties hereto that this Amendment and the Original Trademark Agreement shall be read and construed as one instrument.

(b) This Amendment incorporates by reference all other terms and conditions contained in the Original Trademark Agreement, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Amendment, with the same force and effect as though set forth herein in their entirety.

(c) **THIS AMENDMENT IS INTENDED TO TAKE EFFECT AS AN AGREEMENT UNDER SEAL AND SHALL BE CONSTRUED ACCORDING TO AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**

(d) This Amendment may be executed in any number of counterparts, and all such counterparts shall together constitute but one instrument. In making proof of this

Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

(e) All terms and conditions of this Amendment shall be construed to maintain the validity of the Pledged Trademarks and the Supplemental Pledged Trademarks. To the extent that any term or condition hereof would have the effect of invalidating any Pledged Trademark or Supplemental Pledged Trademark, such term or condition shall be null and void as to such Pledged Trademark or Supplemental Pledged Trademark..

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

FAZOLI'S MANAGEMENT, INC.

By: David R. Smith

Name: David R. Smith
Title: Vice President, Finance and
Chief Financial Officer

FLEET NATIONAL BANK as Agent

By: _____
Alexandra A. Burke, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky)
) ss.
COUNTY OF Fayette)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10th day of December, 2002, personally appeared David R. Smith to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President, Finance and Chief Financial Officer of Fazoli's Management, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said David R. Smith acknowledged said instrument to be the free act and deed of said corporation.

George M. Shaw
Notary Public
My commission expires: March 16, 2005

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

FAZOLI'S MANAGEMENT, INC.

By: _____
Name: David R. Smith
Title: Vice President, Finance and
Chief Financial Officer

FLEET NATIONAL BANK as Agent

By: Alexandra A. Burke
Alexandra A. Burke, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of December, 2002, personally appeared David R. Smith to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President, Finance and Chief Financial Officer of Fazoli's Management, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said David R. Smith acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:

SCHEDULE A

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
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