

01-22-2003

Form PTO-1594 (Rev. 03/01) R1

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



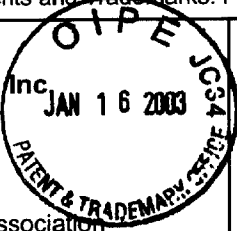
OMB No. 0651-0027 (exp. 5/31/2002)

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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): Hartz Restaurants International, Inc.
Individuals Association General Partnership Limited Partnership Corporation-State- Delaware 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: January 10, 2003

2. Name and address of receiving party(ies) Name: Gladstone Capital Corporation Internal Address: Suite 208 Street Address: 1616 Anderson Road City: McLean State: VA Zip: 22102
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland Other
If assignee is not domiciled in the United States a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/408,383; 76/246,780 B. Trademark Registration No.(s) 1,881,000; 1,878,128; 1,247,209; 1,519,338; 2,121,699; 2,422,672; 2,401,077; 2,619,494
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Barbara P. Smiley Internal Address: Cooley Godward LLP Street Address: 11951 Freedom Drive City: Reston State: VA Zip: 20190

6. Total number of applications and trademarks involved: 10
7. Total fee (37 CFR 3.41) \$ 265.00 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

01/21/2003 DBYRNE 00000156 76408383
01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

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.

Barbara P. Smiley
Name of Person Signing

Signature

January 16, 2003
Date

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

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

TRADEMARK REEL: 002653 FRAME: 0071

TRADEMARKS ONLY

CONTINUATION OF NUMBER 1. CONVEYING PARTIES

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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):
Hartz Chicken, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State - **Texas**
 Other -----

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

[Empty space for recording details]

TRADEMARKS ONLY

CONTINUATION OF NUMBER 1. CONVEYING PARTIES

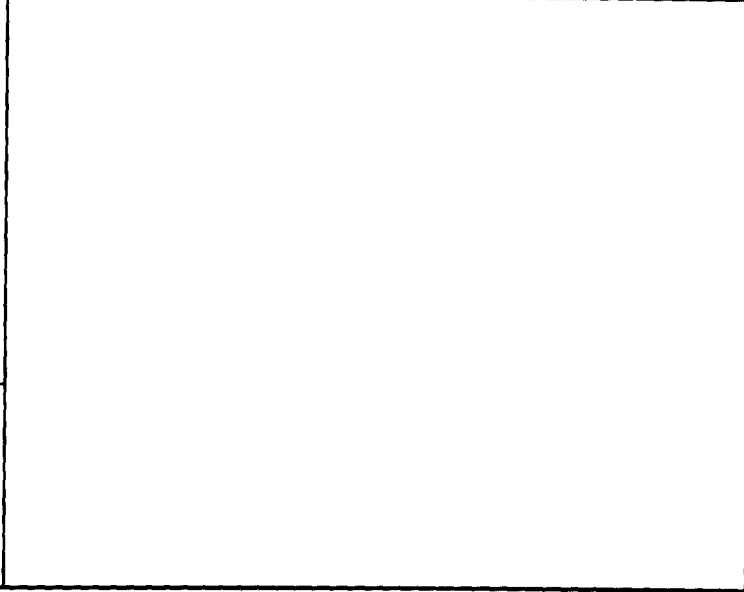
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

2. Name of conveying party(ies):
Wingstop Holdings, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State – **Delaware**
 Other _____

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



TRADEMARKS ONLY

CONTINUATION OF NUMBER 1. CONVEYING PARTIES

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

3. Name of conveying party(ies):

Wingstop Restaurants Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporation-State – **Texas**
- Other _____

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 10, 2003 by and among GLADSTONE CAPITAL CORPORATION, a Maryland corporation ("**Buyer**"), HARTZ RESTAURANTS INTERNATIONAL, INC., a Delaware corporation ("**Hartz**"), HARTZ CHICKEN, INC., a Texas corporation ("**Hartz Chicken**"), WINGSTOP HOLDINGS, INC., a Delaware corporation ("**Wingstop Holdings**"), WINGSTOP RESTAURANTS INC., a Texas corporation ("**Wingstop**", and together with Hartz, Hartz Chicken and Wingstop Holdings, the "**Sellers**").

RECITALS

A. Buyer has agreed to purchase certain securities (the "**Investment**") from Sellers pursuant to that certain Securities Purchase Agreement by and among Buyer and Sellers dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "**Securities Purchase Agreement**"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. Buyer is willing to purchase such securities from Sellers, but only upon the condition, among others, that Sellers shall grant to Buyer a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Sellers have granted to Buyer a security interest in all of Seller's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations each Seller hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Seller grants and pledges to Buyer a security interest in all of such Seller's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the

Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

Each Seller represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Sellers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address: _____

HARTZ RESTAURANTS INTERNATIONAL, INC.

Attn: _____

By: _____
Title: Chairman

HARTZ CHICKEN, INC.:

By: _____
Title: Chairman

WINGSTOP HOLDINGS, INC.

By: _____
Title: Chairman

WINGSTOP RESTAURANTS INC.:

By: _____
Title: Chairman

Address of Buyer:
1616 Anderson Road, Suite 208
McLean, Virginia 22102
Attn: _____

BUYER:

GLADSTONE CAPITAL CORPORATION

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address: _____

HARTZ RESTAURANTS INTERNATIONAL, INC.

Attn: _____

By: _____
Title: _____

HARTZ CHICKEN, INC.:

By: _____
Title: _____

WINGSTOP HOLDINGS, INC.

By: _____
Title: _____

WINGSTOP RESTAURANTS INC.:

By: _____
Title: _____

Address of Buyer:
1616 Anderson Road, Suite 208
McLean, Virginia 22102
Attn: _____

BUYER:
GLADSTONE CAPITAL CORPORATION

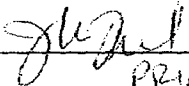
By: 
Title: PRINCIPAL

EXHIBIT A

COPYRIGHTS

Holder	Description	Registration Number	Registration Date
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EXHIBIT A
COPYRIGHTS

<u>Holder</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

PATENTS

Holder	Description	Registration/ Application Number	Registration/ Application Date
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None

EXHIBIT C**TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
HARTZ CHICKEN BUFFET & Design	1,881,000	2/28/95
HARTZ BUFFET & TAKE OUT & Design	1,878,128	2/7/95
HARTZ & Design	1,247,209	8/21/83
HARTZ CHICKEN & Design	1,519,338	1/3/89
Wing-Stop (block letters)	2,121,699	12/16/97
Wing-Stop -- The Wing Experts and design	2,422,672	1/23/01
The Wing Experts (block letters)	2,401,077	10/31/00
HARTZ CHICKEN CHUG-A- JUG	76/408,383	5/15/02
IT'S ABOUT TASTE	76/246,780	4/24/01
HARTZ KRISPY CHICKEN "N" ROLLS	2,619,494	3/17/00

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