

01-31-2003

ORIGINAL

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

<p>1. Name of conveying party(ies): <u>1-29-03</u> Peanut Wagon, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Comerica Bank-California</u> Internal Address: <u>James S. Young</u></p> <p>Street Address: <u>1331 N. California Blvd.</u> City: <u>Walnut Creek</u> State: <u>CA</u> Zip: <u>94596</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 10, 2003</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2479240,</u> <u>1790809, 1792020, 1781933</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Silicon Valley Law Group</u> Internal Address: <u>Lucy A. Lofrumento</u></p> <p>Street Address: <u>152 N. Third Street, Suite 900</u></p> <p>City: <u>San Jose</u> State: <u>CA</u> Zip: <u>95112</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
DO NOT USE THIS SPACE	
<p>9. Signature. Demosthenis M. Hountalas, President Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>01/30/2003</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: 5</p>	

FINANCE SECTION
MAR 27 PM 2:51

01/30/2003 ECOMPER 00000043 2479240

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

01 FC:8521
02 FC:8522

40.00 GP
75.00 GP

TRADEMARK
REEL: 002662 FRAME: 0049

ORIGINAL

**MEMORANDUM OF SECURITY AGREEMENT
(TRADEMARKS)**

This Memorandum of Security Agreement ("Memorandum") is entered into as of January 11, 2003, by Peanut Wagon, Inc., a California corporation ("Debtor") in favor of Comerica Bank-California, a California banking corporation ("Secured Party").

RECITALS

A. Debtor operates a concession known as the Cliff House within the Golden Gate National Recreation Area under the Concession Contract dated September 16, 1998, effective as of July 1, 1998, contract number CC-GOGA010-98 (the "Contract") with the United States of America, acting by the Secretary of the Interior through the Director of the National Park Service and the Regional Director of the Pacific Western Region.

B. Under the Contract, Debtor may hold a "Possessory Interest" in "Concessioner Improvements" and "Government Improvements," as defined in the Contract. As used in this Memorandum, those defined terms shall have the meanings ascribed to them in the Contract.

C. The real and personal property that comprise the Cliff House, including the Concessioner Improvements and the Government Improvements, whether they currently exist or are constructed in the future, are referred to herein as the "Facilities." Pursuant to the Contract, Debtor is required to make certain renovations and improvements to the Facilities. The design and construction of such renovations and improvements, together with any related work, are collectively referred to herein as the "Work of Improvement."

D. Debtor has requested that Secured Party provide financing for part of the cost of the Work of Improvement, as well as term financing for the completed Facilities (collectively, the "Loan"). Secured Party has agreed to make the Loan on the terms set forth in the Loan Agreement between Secured Party and Debtor executed contemporaneously with this Memorandum (the "Loan Agreement") and in the other "Loan Documents," as defined in the Loan Agreement.

E. In order to secure the obligations of Debtor under the Loan Agreement and the other Loan Documents, Debtor has agreed to grant to Secured Party a security interest in certain property and proceeds, including, but not limited to, all right, title and interest to the Marks, as defined below, pursuant to that certain Security Agreement between Debtor and Secured Party executed contemporaneously with this Memorandum (the "Security Agreement").

F. Secured Party has requested that Debtor execute this Memorandum for purposes of recording such security interest with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor agrees as follows:

1. Grant of Security Interest. Debtor has granted Secured Party a security interest in certain items, including, but not limited to, all trademarks, trade names, service marks, and applications for registration thereof, together with all Debtor's goodwill and all licenses, documents, and materials relating thereto (collectively, the "Marks"), more specifically described in the schedule attached hereto and incorporated herein as **Exhibit A**. This grant is made upon all terms, covenants and conditions set forth in the Security Agreement.

2. Rights Under Security Agreement. This Memorandum is being entered into in order to provide notice of Secured Party's interest in the Marks. Debtor agrees that the Security Agreement contains all material terms of the agreement between Debtor and Secured Party with respect to the Marks. In case of any conflict between the Security Agreement and this Memorandum, the Security Agreement shall control.

3. Notice. This Memorandum shall serve as notice to all parties of Secured Party's interest in and to the Marks, as more fully described in the Security Agreement.

4. Successors. The Security Agreement and this Memorandum shall be binding upon the successors and assigns of Debtor and shall inure to the benefit of the successors and assigns of Secured Party.

IN WITNESS WHEREOF, Debtor has caused this Memorandum to be executed and delivered by its duly authorized officer upon the date first set forth above.

DEBTOR

PEANUT WAGON, INC.,
a California corporation

By: 
Demosthenis M. Hountalas, President

Address: 1090 Point Lobos
San Francisco, California 94121

Address of Secured Party:

Comerica Bank California
1331 N. California Blvd., Suite 400
Walnut Creek, CA 94596
Attn: James S. Young

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF San Francisco)

On January 10, 2003, before me, Tara Hillier, a notary public, personally appeared Demosthenis Hountalas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tara Hillier

Notary Public



EXHIBIT A
TRADEMARK

REGISTERED MARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
CLIFF HOUSE	2479240	August 21, 2001
CLIFF HOUSE SINCE 1850	1790809	August 31, 1993
CLIFF HOUSE	1792020	September 7, 1993
WHERE SAN FRANCISCO BEGINS	1781933	July 13, 1993

FILED APPLICATIONS

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
NONE		

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Tara Hillier

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