

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

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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):  
La Tasca, Inc., a Delaware 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: The Governor and Company of the Bank of Scotland  
Internal Address: New Uberior House  
Street Address: 11 Earl Grey Street  
City: Edinburgh EH3 9BN State: \_\_\_\_\_ Zip: Scotland

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other A Scottish public limited company

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: September 4, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 76466869

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Ian D. Titley  
 Internal Address: Williams Mullen  
 P.O. Box 1320

Street Address: \_\_\_\_\_

City: Richmond State: VA Zip: 23218-1320

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:  
500766

**DO NOT USE THIS SPACE**

9. Signature.

Ian D. Titley  
Name of Person Signing

  
Signature

10/6/03  
Date

Total number of pages including cover sheet, attachments, and document: **12**

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

CH \$40.00 500766 76466869

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, (this "Agreement") dated as of September 4, 2003, among **LA TASCA, INC.**, a corporation organized under the laws of Delaware (together with its successors and permitted assigns, the "Debtor") and **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**, as Security Trustee (the "Security Trustee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Common Terms Agreement, dated September 10, 2001, by and among the Companies named therein as Borrower, The Governor and Company of the Bank of Scotland, as Senior Bank, Mezzanine Bank, Capex Bank, Working Capital Bank and Bridging Bank (the "Security Beneficiaries") and the Security Trustee.

### RECITALS

**WHEREAS**, the Debtor is a wholly-owned subsidiary of La Tasca Restaurants Limited;

**WHEREAS**, the La Tasca Restaurants Limited is engaged in the ownership and operation of a chain of restaurants in the United Kingdom (the "UK Business");

**WHEREAS**, the acquisition activity of The Restaurant People Group Limited (the "Parent") and financing of the UK Business has been financed through certain of the Facilities;

**WHEREAS**, the Group has decided to organize the Debtor and through the Debtor to extend its operations to the United States (the "Business");

**WHEREAS**, the Business will be financed through the Facilities and the Debtor has agreed to execute and deliver an Acceding Corporate Guarantee, a Deed of Accession, an addendum letter to the Working Capital Letter and an addendum letter to the Capex Facility Letter;

**WHEREAS**, the Debtor and the Security Trustee wish to enter into this Agreement to secure the Debtor's obligations under the Financing Documents;

**NOW, THEREFORE**, the Debtor and the Security Trustee agree as follows:

1. To secure the prompt payment and performance of any and all obligations of the Debtor to the Finance Parties however created, arising or evidenced, whether direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, whether or not evidenced by the Financing Documents, including, without limitation, any and all costs and expenses incurred by any Security Beneficiary or the Security Trustee to obtain, preserve, perfect and enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest (collectively, the "Obligations"), the Debtor hereby pledges, assigns and grants to the Security Trustee, a continuing security interest in and lien upon all of

the following property of the Debtor, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iii), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

2. The Debtor represents and warrants to the Security Trustee with respect to the Trademark owned by it as listed on Exhibit A that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, and the filing of UCC-1 financing statements against the Debtor in its state of incorporation listing "general intangibles" among the collateral covered by such financing statement, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral, enforceable against the Debtor and all third Persons in accordance with its terms;

(c) To the Debtor's knowledge, as of the date of this Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Debtor has the unqualified right to enter into this Agreement and perform its terms; and

(e) The Debtor is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third Persons.

3. The Debtor covenants and agrees with the Security Trustee that:

(a) The Debtor will maintain the quality of the services associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon the Security Trustee's request, provide the Security Trustee quarterly with a

certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Debtor;

(b) The Debtor will not change the quality of the services associated with the Trademarks without the Security Trustee's prior written consent;

(c) The Debtor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office (the "PTO") for each Trademark as required by applicable law to maintain the registration thereof without loss of protection therefore;

(d) The Debtor agrees to duly prosecute a trademark application for the name "La Tasca" with the PTO. Debtor will notify the Security Trustee in writing within ten business days of the Debtor's receipt of (i) notice of any objection to the issuance of a Trademark to the Debtor or (ii) notice of any claim by any other Person that the use of any of the Trademarks does or may violate the rights of such Person or any third Person.

(e) No later than the last day of each calendar quarter during all periods that any trademark application submitted by or on behalf of the Debtor is pending before the PTO, the Debtor shall provide the Security Trustee with an update on the status of such application and any issues or problems arising in connection with such application including, without limitation, any objections to or challenges to such application by any other Person.

(f) The Debtor shall notify the Security Trustee within three business days of (i) any action or event relating to any Trademark that causes, or is reasonably likely to result in, an impairment of the Debtor's title to or right to use such Trademark or that may cancel or invalidate any trademark application or (ii) any Trademark becoming invalid or unenforceable.

4. Until all of the Obligations have been satisfied in full and the Financing Documents have been terminated, the Debtor shall not enter into any license agreement relating to any of the Trademarks with any Person except as permitted by the Financing Documents or with the prior written consent of the Security Trustee, and shall not become a party to any agreement with any Person that is inconsistent with the Debtor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, the Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and the Debtor shall give to the Security Trustee prompt notice thereof in writing.

6. Until the Obligations shall have been satisfied in full and the Financing Documents shall have been terminated, the Debtor irrevocably authorizes and empowers the Security Trustee to modify this Agreement by amending Exhibit A to include any future

trademarks and trademark applications within the definition of Trademarks under paragraph 1 or paragraph 5 hereof.

7. At any time after an Default (as defined in the Security Agreement between the parties hereto dated of even date herewith) has occurred and is continuing, the Security Trustee shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, the Security Trustee may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to the Debtor and the Debtor hereby expressly waives, collect directly any payments due the Debtor in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Debtor hereby agrees that ten (10) days written notice to the Debtor of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, the Security Trustee may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Debtor, which right the Debtor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by the Security Trustee in enforcing its rights hereunder (including, without limitation, all attorneys' fees), the Security Trustee shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Financing Documents. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Debtor. If any deficiency shall arise, the Debtor and each Guarantor shall remain jointly and severally liable to the Security Trustee therefor.

8. The Debtor hereby makes, constitutes and appoints the Security Trustee and any officer or agent of the Security Trustee as the Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if a Default shall occur and be continuing: to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Security Trustee to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Financing Documents shall have been terminated.

9. At such time as all of the Obligations shall have been satisfied finally and in full and the Financing Documents shall have been terminated, the Security Trustee shall execute and deliver to the Debtor, without representation, warranty or recourse and at the Debtor's expense, all releases or other instruments necessary to terminate the Security Trustee's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by the Security Trustee pursuant to the terms of this Agreement or any of the Financing Documents.

10. The Debtor shall be responsible for and pay any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal

expenses) incurred by the Security Trustee in connection with (i) the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction (ii) the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices concerning the Trademark Collateral, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens concerning the Trademark Collateral or otherwise protecting, maintaining, or preserving the Trademark Collateral and (iii) the enforcement of the Security Trustee's rights and remedies hereunder, including defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral (it being the intent of the Debtor and the Security Trustee that the Debtor shall be responsible for the payment of all such sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks).

11. The Debtor shall use all reasonable efforts to detect any infringers of the Trademarks and shall notify the Security Trustee in writing of infringements detected. The Debtor shall have the duty, through counsel acceptable to the Security Trustee, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Financing Documents terminated, to make federal application on registrable but unregistered Trademarks (subject to the Debtor's reasonable discretion in the ordinary course of the Business or, after the occurrence of a Default or a Default and during the continuance thereof, promptly upon the Security Trustee's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by the Security Trustee to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Debtor. The Debtor shall not abandon any right to file a trademark application, or any trademark application or trademark without the consent of the Security Trustee.

12. After the occurrence of a Default and during the continuance thereof, and notwithstanding anything to the contrary contained in paragraph 11 hereof, the Security Trustee shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce to protect the Trademarks or any license hereunder, in either of which events the Debtor shall at the request of the Security Trustee, do any and all lawful acts (including bringing suit) and execute any and all proper documents required by the Security Trustee to aid such enforcement, or defense, and the Debtor shall promptly, upon demand, reimburse and indemnify the Security Trustee for all costs and expenses incurred in the exercise of the Security Trustee's rights under this paragraph 12.

13. If the Debtor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, the Security Trustee may do so in the Debtor's name and in the Security Trustee's name, in the Security Trustee's sole discretion and after prior written notice to the Debtor, but at the Debtor's expense, and the Debtor agrees to reimburse the Security Trustee in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by the Security Trustee in prosecuting, defending or maintaining the Trademarks or the Security Trustee's interest therein pursuant to this Agreement.

14. No course of dealing between the Debtor and the Security Trustee, nor any failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, power or privilege hereunder or under any of the other Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of the Security Trustee's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Financing Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Financing Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Security Trustee and upon the successors of the Debtor. The Debtor shall not assign its rights or delegate its duties hereunder without the prior written consent of the Security Trustee.

19. The Debtor hereby waives notice of the Security Trustee's acceptance hereof.

20. All notices, requests and demands to or upon the Debtor or the Security Trustee shall be given in accordance with the Financing Documents to the address set forth therein, or, if not set forth therein, to the address set forth next to the signature block of such party.

21. EACH OF THE DEBTOR AND THE SECURITY TRUSTEE HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY VIRGINIA STATE SITTING IN ARLINGTON COUNTY OR UNITED STATES FEDERAL COURT SITTING IN THE EASTERN DISTRICT OF VIRGINIA OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT, AND EACH OF THE DEBTOR AND THE SECURITY TRUSTEE HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. EACH OF THE DEBTOR AND THE SECURITY TRUSTEE AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE

DEBTOR AND THE SECURITY TRUSTEE FURTHER WAIVES ANY OBJECTION TO VENUE IN SUCH STATE AND ANY OBJECTION TO AN ACTION OR PROCEEDING IN THE STATE ON THE BASIS OF FORUM NON-CONVENIENS. THE PARTIES HERETO FURTHER AGREE THAT ANY ACTION OR PROCEEDING BROUGHT AGAINST THE OTHER SHALL BE BROUGHT ONLY IN A VIRGINIA STATE SITTING IN ARLINGTON COUNTY OR UNITED STATES FEDERAL COURT SITTING IN THE EASTERN DISTRICT OF VIRGINIA.

EACH OF THE DEBTOR AND THE SECURITY TRUSTEE WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.

Nothing in this Section 21 shall affect the right of the Security Trustee or the Debtor to serve legal process in any other manner permitted by law or affect the right of the Security Trustee or the Debtor to bring any action or proceeding in the courts of any other jurisdictions.

To the extent that the Debtor or the Security Trustee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or any of its assets, including the Trademark Collateral, the Debtor or the Security Trustee hereby irrevocably waives to the fullest extent permitted by law such immunity in respect of its obligations under this Agreement and the other Financing Documents.

22. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF VIRGINIA, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

23. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

24. Notwithstanding anything to the contrary contained in this Agreement, the Debtor may abandon and shall not be required to make filings or take any other actions to maintain or preserve or enforce or protect, and shall not be liable for any costs of suits brought by the Security Trustee with respect to, any Trademark which in the reasonable business judgment of the Debtor is no longer useful or of any material value to the conduct of the Business.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of date first written above.

**DEBTOR:**

**LA TASCA, INC.**

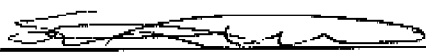
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Taxpayer Identification Number: 020678635  
Fax Number: \_\_\_\_\_

**Accepted:**

**SECURITY TRUSTEE:**

For and on behalf of  
**THE GOVERNOR AND COMPANY  
OF THE BANK OF SCOTLAND**

By:  \_\_\_\_\_  
Name: Susan Geddes  
Title: Director of Corporate Banking

Address:  
  
New Uberior House  
11 Earl Grey Street  
Edinburgh EH3 9BN  
SCOTLAND  
Fax Number: (44) 131 659 0865

*Signed before me, Colin Harby, Notary Public,  
at Edinburgh on 4 September 2003*



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of  
ate first written above.

**DEBTOR:**

**LA TASCA, INC.**

By: 

Name: James M.A. Morler

Title: President

Taxpayer Identification Number: 020678635

Fax Number: \_\_\_\_\_

**Accepted:**

**SECURITY TRUSTEE:**

For and on behalf of  
THE GOVERNOR AND COMPANY  
OF THE BANK OF SCOTLAND

By: \_\_\_\_\_

Name: Susan Geddes

Title: Director of Commercial Banking

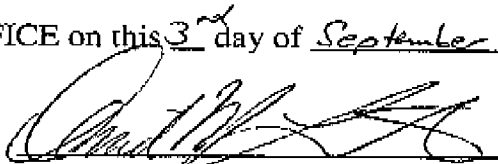
Address:

New Uberior House  
11 Earl Grey Street  
Edinburgh EH3 9BN  
SCOTLAND  
Fax Number: (44) 131 659 0865

~~COMMONWEALTH OF VIRGINIA)~~  
*District of Columbia*)  
~~CITY/COUNTY OF \_\_\_\_\_ )~~

BEFORE ME, the undersigned authority, on this day personally appeared James M.A. Horler, President of LA TASCA, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3<sup>rd</sup> day of September 2003.



Notary Public

David M. Lautenberger  
Notary Public, District of Columbia  
My Commission Expires 12-14-04

**EXHIBIT A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration No.</u></b>
"La Tasca Spanish Tapas Bar & Restaurant" and Design*	United States	Application serial number 76466869
*The parties acknowledge that as of the date of this Agreement the application for this trademark is pending before the United States Patent and Trademark Office.		

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**EXHIBIT B**  
**CERTIFICATE**

The undersigned officer of **LA TASCA, INC.** (the "Debtor") DOES HEREBY CERTIFY to **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** ("Security Trustee") that the quality of the services associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated September 4, 2003 between the Debtor and the Security Trustee (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products and/or services at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 4th day of September, 2003.

LA TASCA, INC.

By: 

Name: James M.A. Horler

Title: President

0960538.03