

05-13-2003

Docket No.:

23324/9



102446338

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To the Honorable Commissioner of Patents

... and attached original documents or copy thereof.

1. Name of conveying party(ies):

Black Dog Tavern Company, Inc.

5-9-03

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of Intellectual Property
Collateral Lien

Execution Date: April 18, 2003

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLC

Internal Address: 12th Floor

Street Address: 4445 Willard Avenue

City: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ No
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/874,570 filed 12/17/99
75/874,571 filed 12/17/99
76/124,450 filed 9/11/00

Additional numbers

B. Trademark Registration No.(s)

1,559,349 1,882,153 2,393,742
1,593,194 2,396,057 2,436,746
2,000,492 2,396,058 2,396,059

☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Leonardo

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

21

7. Total fee (37 CFR 3.41):.....\$ \$540.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0369

05/12/2003 TBIAZI 00000078 75874570

01 FC:8521 40.00 CP
02 FC:8522 500.00 CP

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

5-5-2003

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

REEL: 002730 FRAME: 0319

SCHEDULE I
To
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>REGISTRATION</u>	<u>MARK</u>
1,559,349	THE BLACK DOG
1,593,194	THE BLACK DOG
2,000,492	THE BLACK DOG
1,882,153	THE BLACK DOG
2,396,057	THE BLACK DOG
2,396,058	THE BLACK DOG
2,393,742	THE BLACK DOG
2,436,746	THE BLACK DOG
2,396,059	THE BLACK DOG
2,487,429	THE BLACK DOG
1,561,546	DESIGN ONLY
1,620,023	DESIGN ONLY
2,410,612	DESIGN ONLY
2,436,745	DESIGN ONLY
2,398,106	DESIGN ONLY
2,398,107	DESIGN ONLY
2,393,737	DESIGN ONLY
2,408,614	DESIGN ONLY

B. TRADEMARK APPLICATIONS

<u>SERIAL NO.</u>	<u>MARK</u>
75/874570	THE BLACK DOG
75/874571	THE BLACK DOG
76/124450	DESIGN ONLY

C. TRADEMARK LICENSES

NONE.

SCHEDULE II
To
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

<u>REGISTRATION NO.</u>	<u>TITLE</u>
TX-5-213-664	The Black Dog Summer on the Vineyard Cookbook by Joseph Hall et al.
TX-5-430-022	The Black Dog 20 th anniversary, summer 1991
TX-5-445-327	The Black Dog Catalog: Holiday 1998
TX-5-445-328	The Black Dog Catalog: Holiday 1999
VAu 243-442	Black Dog by Stephanie Phelan

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of April 18, 2003, by Black Dog Tavern Company, Inc., a Massachusetts corporation ("**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among Grantor, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien

on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Remainder of Page Intentionally Left Blank]

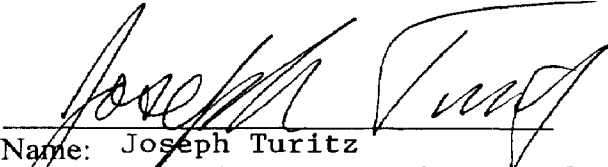
IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLACK DOG TAVERN COMPANY, INC.

By: Robert S. Douglas
Name: Robert S. Douglas
Title: President

Accepted and Agreed:

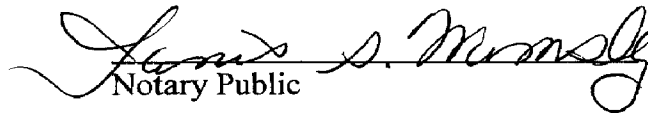
CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: Joseph Turitz
Title: Associate General Counsel

ACKNOWLEDGEMENT OF GRANTORS

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 18th day of April, 2003 before me personally appeared Robert S. Douglas, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Black Dog Tavern Company, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation and his free act and deed.


Notary Public

SCHEDULE III
To
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

None.