

5-21-03 TRADEMARK



ments or copy hereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies): SIR CORP

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

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

102456151
 Name and address of receiving party(ies):
 Name: CANADIAN IMPERIAL BANK OF COMMERCE
 Address: Commerce Court West
Toronto, Ontario, Canada

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Canadian Chartered Bank

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 17, 2003

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) & addresses attached?
 _____ Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/150,205
 B. Trademark Registration No.(s) 1,733,728 and 2,058,510

Additional Numbers attached? _____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patrick Boisson
 Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
 Street Address: 866 United Nations Plaza
 City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....3

7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account
 (Only if total fee is not sufficient)

8. Deposit account number:
23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

05/22/2003 DEVRNE 00000019 76150205
 01 FC:8521 40.00 00
 02 FC:8522 50.00 00

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.

Patrick Boisson
 Name of Person Signing

[Signature]
 Signature

5/19/2003
 Date

Total number of pages comprising cover sheet: _____

TRADEMARK SECURITY AGREEMENT

APR 1

THIS TRADEMARK SECURITY AGREEMENT is made as of March 17, 2003, (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time thereafter made thereto, this "Agreement") between **SIR CORP** (the "Debtor") a corporation incorporated pursuant to the laws of Ontario having its principal place of business at 5360 South Service Road, Suite 200, Burlington, Ontario L7L 5L1, Ontario, and **CANADIAN IMPERIAL BANK OF COMMERCE** (the "Secured Party") a Canadian chartered bank, whose address is Commerce Court West, 3rd Floor, Toronto, Ontario.

WHEREAS the Debtor is indebted to the Secured Party pursuant to a credit agreement between the Debtor, as borrower, and the Secured Party, as lender, dated as of even date herewith (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement");

AND WHEREAS as security for the Obligations (as defined in Section 2 hereof) under the Credit Agreement, the Debtor has agreed, among other things, to execute and deliver a debenture (the "Debenture") and this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined in Section 3 hereof).

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, have the meanings provided in the Credit Agreement.

2. Obligations. "Obligations" shall mean all indebtedness, liabilities and obligations of the Debtor to the Secured Party (including, but not limited to all liabilities and obligations of the Debtor arising pursuant to the Credit Agreement or any other Credit Document), present or future, direct or indirect, absolute or contingent, matured or not, joint, several or joint and several, at any time owing or remaining unpaid by the Debtor to the Secured Party in any currency, whether arising from dealings between the Debtor and the Secured Party or from other dealings or proceedings by which the Secured Party may become in any manner whatever a creditor of the Debtor and however incurred, and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all principal, interest, commissions, fees (including receiver's fees and expenses), legal costs (on a solicitor and his own client basis) and other costs, charges and expenses, and the payment of all costs and expenses incurred by the Secured Party in enforcing any rights under this Agreement;

3. Grant of Security Interest. As security for the payment and performance of all of the Obligations, the Debtor hereby mortgages, pledges, hypothecates to the Secured Party, and grants to the Secured Party a general and continuing security interest in all of its right, title and interest in and to the following property (collectively, the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks,

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collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Schedule "A" attached hereto and all reissues, extensions or renewals thereof;

- (b) all Trademark licenses and other agreements providing the Debtor with the right to use any items described in clause (a), including any license of Trademark;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

4. **Debenture.** This Agreement has been executed and delivered by the Debtor for the purpose of, *inter alia*, recording the security interest of the Secured Party in the Trademark Collateral with the Canadian Trademark Office and, if applicable, the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Debenture. The Debenture (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

5. **Power of Attorney.** The Debtor hereby constitutes and appoints the Secured Party and any officer or agent of the Secured Party in accordance with the *Powers of Attorney Act* (Ontario), with full power of substitution from time to time, as the Debtor's true and lawful attorney-in-fact, with full power and authority in the name and on behalf of the Debtor to take any appropriate action and to execute such assignments, transfers, registrations, agreements, licences, assurances, documents and instruments which the Debtor ought to execute and do, and has not taken or executed or done, under the covenants and provisions contained in this Agreement or the Debenture, and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Secured Party and the Debtor declares this to be a general power of attorney in the widest respect. This power of attorney shall be coupled with an interest and

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shall not be revoked or terminated by any act or instrument other than the termination of this Agreement in accordance with Section 6.

6. Release of Security Interest. Upon satisfaction of and payment in full of all Obligations, this Agreement shall be terminated and the Secured Party shall, at the expense of the Debtor, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

7. Acknowledgment. The Debtor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereunder are more fully set forth in the Debenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein, as if fully set forth herein.

8. Representation and Warranty. The Debtor represents and warrants that set forth on Schedule "A" hereto is a full and complete list of all Trademarks owned by the Debtor and that no other Trademarks, patents or copyrights, are owned by the Debtor in any of the jurisdictions in which it carries on business.

9. Further Assurances. The Debtor shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be reasonably necessary from time to time to give full force and effect to the intent of this Agreement, including, without limitation, the delivery of additional security documents to better provide for a security interest in favour of the Secured Party in all Trademark Collateral which the Debtor may hold from time to time.

10. Successors and Assigns. This Agreement shall extend and enure to the benefit of the Secured Party and its successors and assigns and shall be binding upon the Debtor and its successors and permitted assigns. The Secured Party may from time to time assign or transfer all or any of the Obligations or any interest therein and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, any such Obligation or part thereof so transferred or assigned shall be and shall remain an "Obligation" for the purposes of this Agreement and any immediate and successive assignee or transferee of any Obligation or any interest therein shall, to the extent of the interest so assigned or transferred, be entitled to the benefit of, and the right to enforce, this Agreement to the same extent as if such person were the Secured Party. The obligations of the Debtor hereunder shall not be assigned or delegated.

11. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

12. Governing Law. This agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed and delivered by their respective, duly authorized officer(s) as of the day and year first above written.

SIR CORP

Per:



Name: Peter Foster
Title: President

CANADIAN IMPERIAL BANK OF
COMMERCE

Per:



Name:
Title:

SCHEDULE "A"**TRADEMARKS****SIR CORP Trademarks**

	Jurisdiction	Trademark	Reg. No.	Application /Serial No.	Status
	Canada	Armadillo Steak House	TMA483,266	0827488	Registered
	Canada	Armadillo Texas Grill & Design	TMA421,923	0707317	Registered
	Canada	Armadillo Texas Grill	TMA418,949	0706720	Registered
	Canada	Best People! Best Food! Most Fun!	Not Registered	1119649	Searched
	Canada	Big Ass Jack's	Not Registered	1084772	Searched
	Canada	Canyon Chicken Chop	Not Registered	1123105	Searched
	Canada	Canyon Creek Chop House	Not Registered	1001377	Searched
	Canada	Canyon Creek	Not Registered	0896603	Searched
	Canada	It's Rare. It's well done!	TMA491,640	0828305	Registered
	Canada	Leoni's Italian Kitchen	TMA531,372	1004264	Registered
	Canada	Loose Change Charlie's U Serv Tap & Grill	TMA442,779	0736006	Registered
	Canada	Loose Change Charlie's	TMA418,690	0708751	Registered
	Canada	O'Toole's & Design	TMA395,034	0644224	Registered
	Canada	O'Toole's Restaurant Pub	TMA410,270	0656797	Registered
	Canada	O'Toole's	TMA332,680	0545358	Registered

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	Jurisdiction	Trademark	Reg. No.	Application /Serial No.	Status
	Canada	Papa Leoni's Italian Kitchen	TMA512,858	0852818	Registered
	Canada	REDS	Not Registered	1068852	Searched
	Canada	Restaurant Pub O'Toole	TMA390,917	0659238	Registered
	Canada	Service Inspired Restaurants	TMA564,882	1052604	Registered
	Canada	Soul of the Vine	TMA479,732	0814186	Registered
	Canada	The Best Joint in Town!	TMA481,336	0819885	Registered
	Canada	Walt's Beanery with Taps & Design	TMA422,278	0706659	Registered
	Canada	Walt's Beanery with Taps	TMA418,669	0706656	Registered
	Canada	Walt's Grill and Bar & Design	TMA453,230	0776861	Registered
	Canada	Walt's	TMA418,583	0699285	Registered
	United States	O'Toole's	1733728	74043940	
	United States	Service Inspired Restaurants	n/a	76150205	
	United States	Armadillo Texas Grill	2058510	74335556	