

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):

McCormick & Schmick Acquisition Corp.,  
a Delaware corporation

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ 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: 10/28/2003

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

Name: Fleet National Bank, as Administrative Agent

Internal

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

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- ☐ Individual(s) citizenship \_\_\_\_\_  
☒ Association national banking association  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

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

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

A. Trademark Application No.(s) \_\_\_\_\_

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

see attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Bingham McCutchen/Julie Tamburo

Internal Address: \_\_\_\_\_

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

## 6. Total number of applications and registrations involved: \_\_\_\_\_

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Julie Tamburo  
Name of Person Signing

Signature

November 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 31

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

TRADEMARK

REEL: 002741 FRAME: 0091

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OP \$240.00 75625487

**SCHEDULE A**

## Trademark Registrations

**U.S. Trademarks:**

<b>Mark</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>
JAKE'S	1,328,806	04/02/85
JAKE'S	1,306,235	11/20/84
JAKE'S	1,610,827	08/21/90
MCCORMICK & SCHMICK'S	1,520,274	01/10/89
M&S GRILL	2,272,893	08/24/99
MCCORMICK & SCHMICK'S HARBORSIDE	2,038,613	02/18/97
MCCORMICK'S	1,536,934	04/25/89
JAKE'S	75/625,487	01/01/99
CRABCAKE LOUNGE	2,397,465	10/24/00

**AMENDED AND RESTATED TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

This **AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "**Trademark Agreement**") dated as of October 28, 2003, by and among (a) **MCCORMICK & SCHMICK ACQUISITION CORP.**, a Delaware corporation ("**MSAC**"), **MCCORMICK & SCHMICK RESTAURANT CORP.**, a Delaware corporation, **MCCORMICK & SCHMICK MARYLAND LIQUOR, INC.**, a Maryland corporation, **MCCORMICK & SCHMICK ACQUISITION I TEXAS, INC.**, a Texas corporation, **MCCORMICK & SCHMICK ACQUISITION II TEXAS, INC.**, a Delaware corporation, **MCCORMICK & SCHMICK ACQUISITION TEXAS LP**, a Texas limited partnership, **MCCORMICK & SCHMICK ACQUISITION III TEXAS, INC.** a Texas corporation, **MCCORMICK & SCHMICK'S ATLANTA II, LLC**, a Delaware limited liability company, **MCCORMICK & SCHMICK'S HACKENSACK, LLC**, a Delaware limited liability company, **MCCORMICK & SCHMICK ORLANDO, LLC**, a Delaware limited liability company, **MCCORMICK & SCHMICK DALLAS, LP**, a Texas limited partnership, **MCCORMICK & SCHMICK DALLAS LIQUOR, INC.**, a Texas corporation, **MCCORMICK & SCHMICK AUSTIN, LP**, a Texas limited partnership, **MCCORMICK & SCHMICK AUSTIN LIQUOR, INC.**, a Texas corporation, and each of the other Subsidiaries of MSAC which shall from time to time hereafter become a party hereto pursuant to §9.17 of the Credit Agreement (collectively, the "**Grantors**"), and **FLEET NATIONAL BANK**, a national banking association, as administrative agent (hereinafter, in such capacity, the "**Administrative Agent**") for itself and other banking institutions (hereinafter, collectively, the "**Lenders**") which are, or may in the future become, parties to a Amended and Restated Revolving Credit Agreement, dated of even date herewith (as amended, restated, or otherwise modified and in effect from time to time, the "**Credit Agreement**"), among the Grantors, the Lenders and the Administrative Agent.

**WHEREAS**, pursuant to the Revolving Credit and Term Loan Agreement dated as of August 22, 2001 (as amended, restated and otherwise modified and in effect from time to time on or prior to the date hereof, the "**Original Credit Agreement**"), by and among certain of the Grantors, the Administrative Agent and the Lenders, the Lenders made certain credit extensions and agreed to make certain additional credit extensions to the Grantors;

**WHEREAS**, as a condition precedent to the initial credit extensions under the Original Credit Agreement, certain of the Grantors were required to execute and deliver to the Administrative Agent for the benefit of the Lenders and the Administrative Agent, a Trademark Collateral Security and Pledge Agreement dated as of August 22, 2001 (as amended, restated an otherwise modified and in effect from time to time, the "**Original Trademark Agreement**"),

**WHEREAS**, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Grantors under the Credit Agreement that the Grantors execute and deliver to the Administrative Agent, for the benefit of the

Lenders and the Administrative Agent, this Trademark Agreement in substantially the form hereof;

**WHEREAS**, the Grantors have executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantors have granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of the Grantors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and, if not defined in the Credit Agreement, the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each of the Grantors and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Grantors' right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each of the Grantors that uniquely reflect or embody the Associated Goodwill, including the following:

- (a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations,

manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of each of the Grantors, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantors, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights, provided, however, Related Assets shall not include present or future rights and interests of such Grantor pursuant to any and all past, present and future such agreements in favor of such Grantor to the extent any such agreement prohibits such Grantor from granting a security

interest in or conditionally assigning its rights therein (other than to the extent such prohibition would be rendered ineffective pursuant to applicable law including without limitation Article 9 of the Uniform Commercial Code of any relevant jurisdiction, or violates applicable law or principles of equity); provided, however, that (1) if and when (A) the granting of such security interest is not so restricted, (B) upon any such other third party's consent with respect to the granting of such security interest in such agreement is obtained, or (C) such law is otherwise not applicable, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such agreement, and (2) each of the Grantors shall use its reasonable efforts to exclude from any such agreement entered into on or after the Closing Date, any prohibition against the granting by such Grantor to the Administrative Agent of a security interest therein.

Significant Trademarks. See §3.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, restated, modified or supplemented and in effect from time to time.

Trademark License Rights. Any and all present or future rights and interests of each of the Grantors pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party; provided, however, Trademark License Rights shall not include present or future rights and interests of such Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor to the extent any such agreement prohibits such Grantor from granting a security interest in or conditionally assigning its rights therein (other than to the extent such prohibition would be rendered ineffective pursuant to applicable law including without limitation Article 9 of the Uniform Commercial Code of any relevant jurisdiction, or violates applicable law or principles of equity); provided, however, that (1) if and when (A) the granting of such security interest is not so restricted, (B) upon any such other third party's consent with respect to the granting of such security interest in such Trademark License Rights is obtained, or (C) such law is otherwise not applicable, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such Trademark License Rights, and (2) each of the Grantors shall use its reasonable efforts to exclude from any such agreement entered into on or after the Closing Date, any prohibition against the granting by such Grantor to the Administrative Agent of a security interest therein).

Trademark Registrations. All present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations, provided, however, that Trademark Registrations shall not include any "intent to use" trademark application unless and until a verified statement of use is filed.

Trademark Rights. Any and all present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to file applications for registration under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and business of any Grantor, that (i) are set forth on Schedule A hereto, or (ii) are now owned or held and used by such Grantor, in such Grantor's businesses, or with such Grantor's products and services, or in which such Grantor has any right, title or interest (but not including any trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers owned by third parties) owned by third parties), or (iii) are in the future adopted, acquired, owned, held and used by such Grantor in such Grantor's business or with such Grantor's products and services (but not including any trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers owned by third parties), or in which such Grantor in the future acquires any right, title or interest (but not including any trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers owned by third parties).

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any of the Grantors or such Grantor's business or for the direct or

indirect benefit of such Grantor or such Grantor's business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in §17.7 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Confirmation of Grant of Security Interest; Assignment of Marks.** Each of the Grantors hereby confirms that, pursuant to the Original Trademark Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Lenders (as defined in the Original Trademark Agreement), a continuing security interest in and lien on the Pledged Trademarks and pledged and mortgaged (but did not transfer title to), the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders (as defined in the Original Trademark Agreement) and the Administrative Agent, as collateral security for the payment and performance in full of all of the Obligations (as defined in the Original Trademark Agreement). Each of the Grantors hereby ratifies and restates such grant and pledge of security interests and hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each of the Grantors has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each of the Grantors hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each of the Grantors grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance is conditional and shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any of the Grantors to the Administrative Agent or its nominee in lieu of foreclosure).



**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement the Grantors has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the conditional grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Grantors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each of the Grantors represents, warrants and covenants that with respect to all of the Trademarks and Trademark Registrations set forth on Schedule A hereto and all Trademarks which are neither registered nor for which registration applications are pending (other than those which do not have significant value to the business in which they are used [except with respect to the "Jake's" Trademark (Serial Number 75/625487, filing date 01/01/99) referenced on Schedule A]) (collectively, the "Significant Trademarks"), (i) Schedule A sets forth a true and complete list of all Significant Trademarks now owned, licensed, controlled or used by such Grantor; (ii) the Significant Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, there is no litigation or proceeding pending concerning the validity or enforceability of the Significant Trademarks; (iii) to the best of such Grantor's knowledge, each of the Significant Trademarks is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of the Significant Trademarks or any of the Trademark Rights associated with the Significant Trademarks; (v) no written claim has been made to Grantor that the use of any of the Significant Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others; (vi) other than Significant Trademarks licensed to or from third parties, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the

Significant Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments and covenants by the Grantors not to sue third persons, and except as set forth in Schedule 8.24 to the Credit Agreement, licenses and registered user agreements, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement and other than Permitted Liens; (vii) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will use commercially reasonable efforts to enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Grantor has used, and will continue to use, consistent with commercially reasonable business judgment, proper statutory and other appropriate proprietary notices in connection with its use of the Significant Trademarks; (ix) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Significant Trademarks, except to the extent that failure to do so would not reasonably be expected to have a material adverse effect on such Grantor's business or the validity or enforceability of such Significant Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected security interest in the Pledged Trademarks in the United States upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the respective Secretary of State of the State of Delaware, the State of Maryland, and the State of Texas and with the Department of Assessments and Taxation of the State of Maryland under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO and any corresponding foreign agencies, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby with respect to the rights of such Grantor in the Significant Trademarks in the United States or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder with respect to the rights of such Grantor in the Significant Trademarks in the United States.

#### **4. INSPECTION RIGHTS.**

Subject to §17.4 of the Credit Agreement, each of the Grantors hereby grants to each of the Administrative Agent and the Lenders and its employees and agents the right to visit such Grantor's facilities that provide services under any of the Trademarks, and to inspect any quality control records relating thereto at reasonable times during regular business hours.

#### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent, except as otherwise permitted by the Credit Agreement, no Grantor will (i) mortgage, pledge,

assign, encumber, grant a security interest in, transfer, license or alienate or, other than in the ordinary course of Grantor's business, license, any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Agreement or the Security Agreement.

## **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, each of the Grantors shall obtain any right, title or interest in or to any other or new Significant Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and each of the Grantors shall provide to the Administrative Agent notice thereof on a quarterly basis, or as more frequently requested by the Administrative Agent, in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

**6.2. Amendment to Schedule.** Each of the Grantors authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Grantor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

## **7. TRADEMARK PROSECUTION.**

**7.1. Grantors Responsible.** Each of the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all reasonable costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks other than any costs, damages, liabilities and expenses arising as a result of their gross negligence or willful misconduct or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby other than costs, damages, liabilities and expenses arising directly out of the acts or omissions of the Administrative Agent or any Lender at any time after the Administrative Agent assumes title and/or control over the Pledged Trademarks pursuant to the exercise of its rights hereunder (but not excluding costs and expenses incurred with the enforcement of the Administrative Agent's rights) and the other Loan Documents following an Event of Default. In respect of such responsibility, the Grantors shall retain competent trademark counsel consistent with commercially reasonable business judgment of the Grantors.

**7.2. Grantors' Duties, etc.** Each of the Grantors shall have the right and, consistent with reasonable business judgment of such Grantor, the duty, through competent trademark counsel consistent with commercially reasonable business judgment of the Grantors, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. No Grantor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark other than those of negligible value to such Grantor's business, as may be determined in the reasonable business judgment of such Grantor, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

**7.3. Grantors' Enforcement Rights.** Each of the Grantors shall have the right and, consistent with reasonable business judgment of such Grantor, the duty to bring suit or take other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Such Grantor may require the Administrative Agent to join in such suit or action as necessary to assure the such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Grantors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Administrative Agent pursuant to this §7.3. The Administrative Agent agrees to provide the Grantors reasonable detail of such damages, costs and expenses provided that failure by the Administrative Agent to do so shall not relieve any Grantor from its obligation hereunder.

**7.4. Protection of Trademarks, etc.** In general, the Grantors shall take any and all such commercially reasonable actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks other than those of negligible value to any of such Grantor's business, as may be determined in the reasonable business judgment of such Grantor. No Grantor shall take or (consistent with commercially reasonable business judgment) fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, other than those of negligible value to any of such Grantor's business, as may be determined in the reasonable business judgment of such Grantor and other acts or omission which are not cost-effective in the reasonable business judgment of such Grantor in light of the value of the relevant Pledged Trademarks.

**7.5. Notification by Grantors.** Promptly upon obtaining knowledge thereof, each of the Grantors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Significant Trademarks or such Grantor's rights, title or interests in and to the Significant Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Significant Trademarks, the ability of such Grantor or the Administrative Agent to dispose of any of the Significant Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Significant Trademarks).

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each of the Grantors hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

## **9. COLLATERAL PROTECTION.**

If any of the Grantors shall fail to do any act that such Grantor has covenanted to do hereunder, or if any representation or warranty of such Grantor shall be breached, the Administrative Agent, in its own name or that of such Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such

breach to be remedied), and each of the Grantors agrees promptly to reimburse the Administrative Agent for any cost or expense reasonably incurred by the Administrative Agent in so doing upon receipt of reasonable detail regarding the same.

#### **10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each of the Grantors does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Grantors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantors are obligated to execute and do hereunder. Each such Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **11. FURTHER ASSURANCES.**

Each of the Grantors shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement and that the Administrative Agent reasonably requests, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

#### **12. TERMINATION.**

Upon final payment and performance in full of the Obligations (including the provision of cash collateral in respect of contingent obligations or with respect to any Letters of Credit, but excluding any obligations which survive such payment but which are not, at such time, due and payable) and the cancellation or termination of

any commitment to extend credit under the Credit Agreement or any of the other Loan Documents, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantors, execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Grantors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement. Notwithstanding anything to the contrary set forth herein, this Trademark Agreement shall continue to be effective or be reinstated if at any time any payment made or value received with respect to any Obligation is rescinded or must otherwise be returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, all as though such payment had not been made or value received.

### **13. COURSE OF DEALING.**

No course of dealing between the Grantors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement 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.

### **14. EXPENSES.**

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors, such liability to be borne jointly and severally.

### **15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral governed by the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE (OTHER THAN CLAIMS ARISING AS A RESULT OF THE ADMINISTRATIVE AGENT'S OR LENDERS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH GRANTOR, AND THE GRANTORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL REASONABLE COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

**17. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telecopy and confirmed by delivery via courier or postal service, addressed at the address for such Person as set forth in §17.6 of the Credit Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, three (3) Business Days after the posting thereof, and (iii) if sent by telecopy at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**18. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent and the Grantors, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**19. GOVERNING LAW; CONSENT TO JURISDICTION.**

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND



**CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OR CHOICE OF LAWS.** Each of the Grantors agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Grantor by mail at the address specified in §17. Each of the Grantors hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

## **20. WAIVER OF JURY TRIAL.**

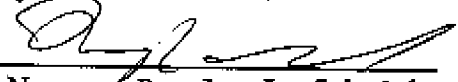
**EACH OF THE GRANTORS AND THE ADMINISTRATIVE AGENT WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each of the Grantors and the Administrative Agent waives any right which such Person may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Grantors and the Administrative Agent (i) certifies that none of such Persons or any Lender or any representative, agent or attorney of such Person or any Lender has represented, expressly or otherwise, that such Person or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which such Person or any Lender is a party, such Person and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

## **21. MISCELLANEOUS.**

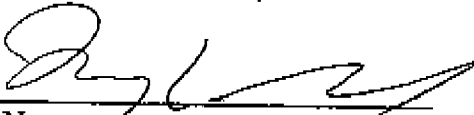
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each of the Grantors acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Collateral Security and Pledge Agreement has been executed as of the day and year first above written.


**MCCORMICK & SCHMICK  
ACQUISITION CORP.**

By:   
Name: Douglas L. Schmick  
Title: President, Treasurer and Secretary


**MCCORMICK & SCHMICK  
RESTAURANT CORP.**

By:   
Name: Douglas L. Schmick  
Title: President, Treasurer and Secretary

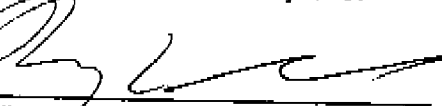
**MCCORMICK & SCHMICK  
MARYLAND LIQUOR, INC.**

By:   
Name: Douglas L. Schmick  
Title: President and Treasurer

**MCCORMICK & SCHMICK  
ACQUISITION I TEXAS, INC.**

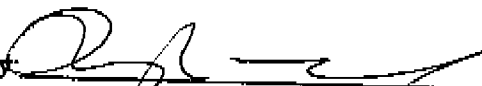
By:   
Name: Douglas L. Schmick  
Title: Authorized Signatory

**MCCORMICK & SCHMICK  
ACQUISITION II TEXAS, INC.**

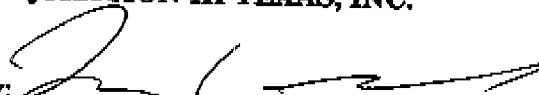
By:   
Name: Douglas L. Schmick  
Title: Authorized Signatory

**MCCORMICK & SCHMICK  
ACQUISITION TEXAS LP**

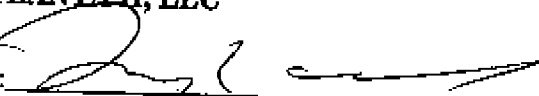
By: McCormick & Schmick Acquisition I  
Texas, Inc., its General Partner

By:   
Name: Douglas L. Schmick  
Title: Authorized Signatory


**MCCORMICK & SCHMICK  
ACQUISITION III TEXAS, INC.**

By:   
Name: Douglas L. Schmick  
Title: Authorized Signatory


**MCCORMICK & SCHMICK'S  
ATLANTA II, LLC**

By:   
Name: Douglas L. Schmick  
Title: President, Treasurer and Secretary

**MCCORMICK & SCHMICK'S  
HACKENSACK, LLC**

By:   
Name: Douglas L. Schmick  
Title: President, Treasurer and Secretary

**MCCORMICK & SCHMICK  
ORLANDO, LLC**

By:   
Name: Douglas L. Schmick  
Title: President, Treasurer and Secretary

Signature Page to McCormick and Schmick Trademark Collateral Security and Pledge Agreement

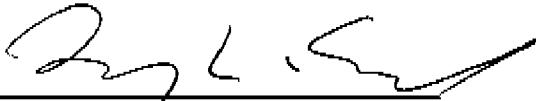
**MCCORMICK & SCHMICK DALLAS,  
LP**

By: McCormick & Schmick Acquisition I  
Texas, Inc., its General Partner

By: 

Name: Douglas L. Schmick  
Title: Authorized Signatory

**MCCORMICK & SCHMICK DALLAS  
LIQUOR, INC.**

By: 

Name: Douglas L. Schmick  
Title: Authorized Signatory

**MCCORMICK & SCHMICK  
AUSTIN, LP**

By: McCormick & Schmick Acquisition I  
Texas, Inc., its General Partner

By: 


Name: Douglas L. Schmick  
Title: Authorized Signatory

**MCCORMICK & SCHMICK  
AUSTIN LIQUOR, INC.**

By: 

Name: Douglas L. Schmick  
Title: Authorized Signatory

**FLEET NATIONAL BANK, as  
Administrative Agent**

By:   
Thomas P. Tansl, Director

Signature Page to McCormick and Schmick Trademark Collateral Security and Pledge Agreement

**TRADEMARK  
REEL: 002741 FRAME: 0111**

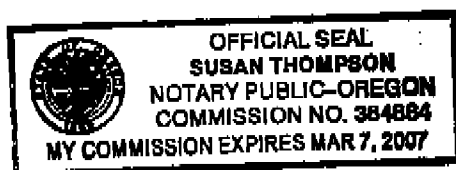
## CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of October, 2003, personally appeared Doug Schmick to me known personally, and who, being by me duly sworn, deposes and says that he is the [ ] of each of McCormick & Schmick Acquisition Corp. ("MSAC"), McCormick & Schmick Restaurant Corp., McCormick & Schmick Maryland Liquor, Inc., McCormick & Schmick Acquisition I Texas, Inc., McCormick & Schmick Acquisition II Texas, Inc., McCormick & Schmick Acquisition Texas LP, McCormick & Schmick Acquisition III Texas, Inc., McCormick & Schmick's Atlanta II, LLC, McCormick & Schmick's Hackensack, LLC, McCormick & Schmick Orlando, LLC, McCormick & Schmick Dallas, LP, McCormick & Schmick Dallas Liquor, Inc., and McCormick & Schmick Austin, LP, McCormick and Schmick Austin Liquor, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [ ] acknowledged said instrument to be the free act and deed of said corporation.

Susan Thompson  
Notary Public

My commission expires: 03/07/07



**SCHEDULE A****Trade names and Trademark Registrations****Trade names:**

Celebrity Smoker  
 Harborside Restaurant  
 Heathman Restaurant  
 Jake's Catering  
 Jake's Catering at the Governor Hotel  
 Jake's Grill  
 Jake's Restaurant  
 M&S Grill  
 McCormick & Schmick  
 McCormick & Schmick Management Group  
 McCormick & Schmick Restaurant Group  
 McCormick & Schmick's Catering  
 McCormick & Schmick's Harborside  
 McCormick & Schmick's Harborside at the Marina  
 McCormick & Schmick's Harborside on Lake Union  
 McCormick & Schmick's Harborside Restaurant & Pilsner Room  
 McCormick & Schmick's Seafood Restaurant  
 McCormick's The Fish House  
 McCormick's Fish House & Bar  
 Pilsner Room  
 Spenger's Fish Grotto  
 Spenger's Fresh Fish Grotto  
 The Portland Cup Sponsored by McCormick & Schmick's  
 Wings Café  
 Jake's Famous Crawfish  
 McCormick & Kuleto's

**U.S. Trademarks:**

Mark	App./Reg. No.	App./Reg. Date
JAKE'S	1,328,806	04/02/85
JAKE'S	1,306,235	11/20/84
JAKE'S	1,610,827	08/21/90
MCCORMICK & SCHMICK'S	1,520,274	01/10/89
M&S GRILL	2,272,898	08/24/99
MCCORMICK & SCHMICK'S HARBORSIDE	2,038,613	02/18/97
MCCORMICK'S	1,536,934	04/25/89
JAKE'S	75/625,487	01/01/99
CRABCAKE LOUNGE	2,397,465	10/24/00

**European Union Trademarks:**

Country	Mark	Reg. No.	Reg. Date	Last Reported Owner
European Community	MCCORMICK & SCHMICK'S	728303	March 5, 2001	Apple South, Inc. (Ownership in the process of being transferred)

**Licensed Trademarks:**

McCormick & Schmick Acquisition Corp. has licensed the right to use the names "Spenger's Fish Grotto" and "Spenger's Fresh Fish Grotto" in connection with the operation of the restaurant in Berkeley, California.

McCormick & Schmick Acquisition Corp. has sublicensed the right to use the names "Kuleto's" in connection with the operation of the restaurant in San Francisco, California.

McCormick & Schmick Acquisition Corp. has licensed the right to use the name "Heathman" in connection with the operation of the restaurant in Portland, Oregon.



**EXHIBIT 1****ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, McCormick & Schmick Acquisition Corp. ("MSAC"), McCormick & Schmick Restaurant Corp., McCormick & Schmick Maryland Liquor, Inc., McCormick & Schmick Acquisition I Texas, Inc., McCormick & Schmick Acquisition II Texas, Inc., McCormick & Schmick Acquisition Texas LP, McCormick & Schmick Acquisition III Texas, Inc., McCormick & Schmick's Atlanta II, LLC, McCormick & Schmick's Hackensack, LLC, McCormick & Schmick Orlando, LLC, McCormick & Schmick Dallas, LP, McCormick & Schmick Dallas Liquor, Inc., McCormick & Schmick Austin, LP, McCormick & Schmick Austin Liquor, Inc. and each of the other Subsidiaries of MSAC which shall from time to time hereafter become a party hereto pursuant to §9.17 of the Credit Agreement (collectively, the "Grantors"), having a place of business at \_\_\_\_\_, have adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and are the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each of the Grantors does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each Grantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_\_ day of October, 2003.

**MCCORMICK & SCHMICK  
ACQUISITION CORP.**

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

**MCCORMICK & SCHMICK  
RESTAURANT CORP.**

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

**MCCORMICK & SCHMICK  
MARYLAND LIQUOR, INC.**

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

**MCCORMICK & SCHMICK  
ACQUISITION I TEXAS, INC.**

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

**MCCORMICK & SCHMICK  
ACQUISITION II TEXAS, INC.**

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

**MCCORMICK & SCHMICK  
ACQUISITION TEXAS LP**

By: McCormick & Schmick Acquisition I  
Texas, Inc., its General Partner

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

**MCCORMICK & SCHMICK  
ACQUISITION III TEXAS, INC.**

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

**MCCORMICK & SCHMICK'S  
ATLANTA II, LLC**

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

**MCCORMICK & SCHMICK'S  
HACKENSACK, LLC**

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

**MCCORMICK & SCHMICK  
ORLANDO, LLC**

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

**MCCORMICK & SCHMICK DALLAS,  
LP**

By: McCormick & Schmick Acquisition I  
Texas, Inc., its General Partner

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

Name:

Title:

**MCCORMICK & SCHMICK DALLAS  
LIQUOR, INC.**

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

Name:

Title:

**MCCORMICK & SCHMICK  
AUSTIN, LP**

By: McCormick & Schmick Acquisition I  
Texas, Inc., its General Partner

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

Name:

Title

**MCCORMICK & SCHMICK  
AUSTIN LIQUOR, INC.**

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

Name:

Title

The foregoing assignment of the Trademarks and the registrations thereof  
and registration applications therefor by the Grantors to the Assignee is hereby  
accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

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

Name:

Title:

# CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of October, 2003, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the [\_\_\_\_\_] of each of McCormick & Schmick Acquisition Corp., McCormick & Schmick Restaurant Corp., McCormick & Schmick Maryland Liquor, Inc., McCormick & Schmick Acquisition I Texas, Inc., McCormick & Schmick Acquisition II Texas, Inc., McCormick & Schmick Acquisition Texas LP, McCormick & Schmick Acquisition III Texas, Inc., McCormick & Schmick's Atlanta II, LLC, McCormick & Schmick's Hackensack, LLC, McCormick & Schmick Orlando, LLC, McCormick & Schmick Dallas, LP, McCormick & Schmick Dallas Liquor, Inc., McCormick & Schmick Austin, LP, McCormick & Schmick Austin Liquor, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [\_\_\_\_\_] acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
 Notary Public  
 My commission expires:

ANNEX  
Trademarks and Trademark Registrations

[Company to provide unregistered marks from Purchase Agreement].

**U.S. Trademarks:**

<u>Mark</u>	<u>Owner</u>	<u>Goods</u>	<u>Reg. #</u> <u>/Application #</u>	<u>Reg. Date</u>
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**Pending Applications**

<u>Mark</u>	<u>Owner</u>	<u>Goods</u>	<u>Reg. #/</u> <u>Application #</u>	<u>Reg. Date</u>
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**European Union Trademarks:**

<u>Mark</u>	<u>Owner</u>	<u>Goods</u>	<u>Reg. #/</u> <u>Application #</u>	<u>Reg. Date</u>
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**Licensed Trademarks:**

**SCHEDULE A****Trademark Registrations****U.S. Trademarks:**

<b>Mark</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>
JAKE'S	1,328,806	04/02/85
JAKE'S	1,306,235	11/20/84
JAKE'S	1,610,827	08/21/90
MCCORMICK & SCHMICK'S	1,520,274	01/10/89
M&S GRILL	2,272,893	08/24/99
MCCORMICK & SCHMICK'S HARBORSIDE	2,038,613	02/18/97
MCCORMICK'S	1,536,934	04/25/89
JAKE'S	75/625,487	01/01/99
CRABCAKE LOUNGE	2,397,465	10/24/00

# CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of October, 2003, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the [\_\_\_\_\_] of each of McCormick & Schmick Acquisition Corp., McCormick & Schmick Restaurant Corp., McCormick & Schmick Maryland Liquor, Inc., McCormick & Schmick Acquisition I Texas, Inc., McCormick & Schmick Acquisition II Texas, Inc., McCormick & Schmick Acquisition Texas LP, McCormick & Schmick Acquisition III Texas, Inc., McCormick & Schmick's Atlanta II, LLC, McCormick & Schmick's Hackensack, LLC, McCormick & Schmick Orlando, LLC, McCormick & Schmick Dallas, LP, McCormick & Schmick Dallas Liquor, Inc., and McCormick & Schmick Austin, LP, McCormick and Schmick Austin Liquor, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [\_\_\_\_\_] acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
 Notary Public  
 My commission expires: