

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 07427/382

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
THE JOHNNY ROCKETS GROUP, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California Other:
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: BANK OF THE WEST
Internal Address:
Street Address: 4400 MacArthur Blvd., Suite 150
City: Newport Beach State: California ZIP: 92660
 Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: California Banking Corporation
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: October 31, 2003

4.A. Trademark Application No.(s)
76/354,068 76/514,043 76/541,740
76/355,040
Additional numbers attached? * Yes No

B. Registration No.(s)
2,121,050 1,951,318 1,522,028 2,723,665
2,726,750 2,672,110 1,740,033 1,436,053
1,436,052 2,726,751 2,129,076 1,448,387
2,672,109

5. Name and address of party to whom correspondence concerning document should be mailed:
Charlotte Y. Chen
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and trademark registrations involved: 17
7. Total fee (37 C.F.R. § 3.41): \$440
 Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 074270000382
8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.
Name: Charlotte Y. Chen
Charlotte Chen 11/6/03
Signature Date

Total number of pages comprising cover sheet, attachments and document: 11

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

CH \$440.00 031952 76354068

**SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)**

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 31st day of October, 2003 by and between JOHNNY ROCKETS LICENSING CORPORATION, a California corporation (the "Company") and BANK OF THE WEST, (the "Lender").

RECITALS

A. Pursuant to that certain Credit Agreement dated as of even date herewith by and between The Johnny Rockets Group, Inc. (the "Borrower") and the Lender (as amended, extended and replaced from time to time, the "Credit Agreement" and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement) the Lender agreed to extend credit to the Borrower on the terms and conditions set forth therein.

B. As a conditions precedent to the effectiveness of the Credit Agreement, the Company was required to execute and deliver: (1) that certain Guaranty dated as of even date herewith executed by the Company in favor of the Lender (as amended from time to time, the "Guaranty") pursuant to which the Company guaranteed the Obligations of the Borrower under the Credit Agreement on the terms and conditions set forth therein and (2) that certain Guarantor Security Agreement dated as of even date herewith between Company and the Lender (as amended from time to time, the "Security Agreement"), pursuant to which Company has granted to the Lender a first priority perfected security interest in certain assets of Company, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Company or used in Company's business.

C. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adqcquacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Company or the Lender for past, present and future infringements of any of the foregoing;

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Lender in writing of any additional trademarks registered with the PTO of which Company becomes the owner and to amend Schedule I accordingly.

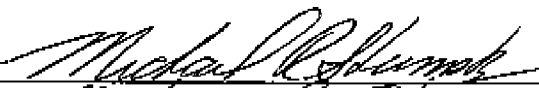
3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Company continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.


4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature page following]

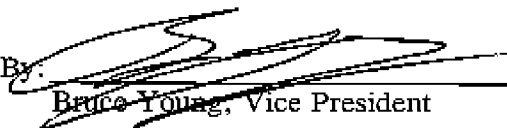
IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the date first written above.

JOHNNY ROCKETS LICENSING CORPORATION,
a California corporation

By: 
Name: MICHAEL R. STUMSKY
Title: CEO

By: 
Name: MARSHALL C. HUBBARD
Title: SR. VICE PRESIDENT DEVELOPMENT

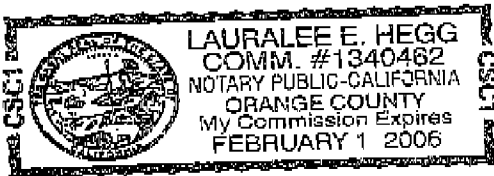
BANK OF THE WEST

By: 
Bruce Young, Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On Oct. 31, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Michael R. Shumsky & Marshall G. Hubbard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

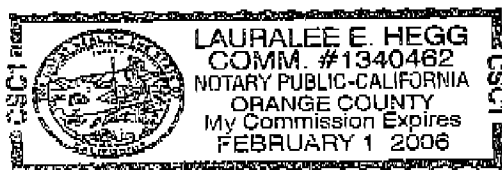


Lauralee E. Hegg
My commission expires on Feb. 1, 2006

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On Oct. 31, 2003, before me, the undersigned notary public in and for said County and State, personally appeared BRUCE J. Young, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Lauralee E. Hegg
My commission expires on Feb. 1, 2006

SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

Application or Registration Number	Application of Registration Date	Trademark Name
76/354,068	12/21/2001	JOHNNY ROCKETS FOUNTAIN FAVORITES
2,121,050	12/16/1997	RED RED SAUCE
1,951,318	01/23/1996	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
1,522,028	01/24/1989	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
2,723,665	06/10/2003	ROCKET RETAIL
2,726,750	06/17/2003	ROCKET DOUBLE
2,672,110	01/07/2003	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
1,740,033	12/15/1992	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
1,436,053	04/07/1987	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
76/514,043	05/08/2003	JOHNNY ROCKETS ROCKET KIDS
1,436,052	04/07/1987	JOHNNY ROCKETS
2,726,751	06/17/2003	ROCKET SINGLE
2,129,076	01/13/1998	STEAMLINER
1,448,387	07/21/1987	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
2,672,109	01/07/2003	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
76/541,740	08/21/2003	JOHNNY ROCKETS ROCKET KIDS
76/355,040	12/21/2001	JOHNNY ROCKETS FOUNTAIN FAVORITES


IRREVOCABLE POWER OF ATTORNEY

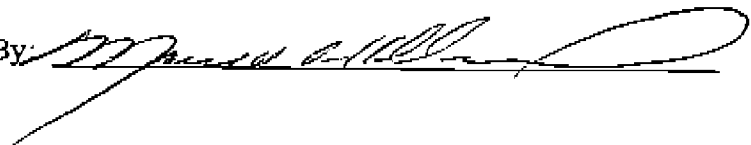
JOHNNY ROCKETS LICENSING CORPORATION, a California corporation, located at 26970 Aliso Viejo Parkway, Suite 100, Aliso Viejo, California 92656 ("Company") hereby grants to BANK OF THE WEST ("Lender"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications therefor owned by Company from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Credit Agreement dated as of October 31, 2003 by and between The Johnny Rockets Group, Inc. ("Borrower") and Lender (the "Credit Agreement" and as those terms and other capitalized terms not otherwise defined herein are defined in the Credit Agreement) and related documents.

- 1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations of Borrower remain outstanding (other than surviving indemnity obligations).
- 2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, Lender, rather than for Company.
- 3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Company in favor of Lender under the Credit Agreement.
- 4. The Power of Attorney granted hereunder gives and grants unto said attorney in fact, Lender, full power of substitution to substitute another party for Lender in accordance with the Credit Agreement.
- 5. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and that certain Supplemental Security Agreement (Trademarks) by and among Company and Lender dated as of even date herewith and shall be exercisable by Lender only after the occurrence and during the continuance of an Event of Default.

IN WITNESS WHEREOF, Company has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of October 31, 2003.

JOHNNY ROCKETS LICENSING CORPORATION,
a California corporation

By: 
Name: MICHAEL R. SHUBERT
Title: CEO

By: 

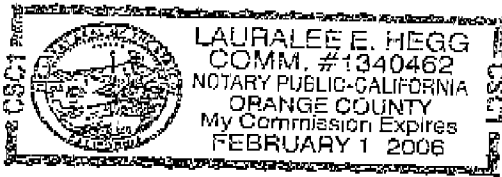
Name: MILRENN ELLISCHAUER

Title: Sr. V.P. OPERATIONS

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On Oct. 31, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Michael R. Shumsky and Marshall G. Hubbard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Lauralee E. Hegg
My commission expires on Feb. 1, 2006

MORRISON & FOERSTER LLP

Attorneys at Law
555 West Fifth Street, Suite 3500
Los Angeles, California 90013-1024
Telephone: (213) 892-5200
Facsimile: (213) 892-5454

To: United States Patent and Trademark Office **Facsimile: (703) 306-5995**

From: Charlotte Chen
Legal Assistant

Date: November 6, 2003

We are transmitting a total of **12** pages (including this page).
Original or hard copy to follow if this box is checked .

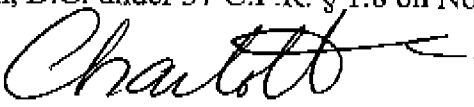
If you do not receive all pages, please call (213) 892-5615 as soon as possible.

Preparer of this slip has confirmed that facsimile number given is correct: 7117/CYC1

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CERTIFICATE OF FACSIMILE TRANSMITTAL

I hereby certify that this correspondence is being transmitted via facsimile to the United States Patent and Trademark Office in Washington, D.C. under 37 C.F.R. § 1.8 on November 6, 2003, to the facsimile number appearing above.


Charlotte Chen

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