

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Erroneously Recorded Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLENFED FINANCIAL CORPORATION		11/30/1988	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	BAY STREET RESTAURANTS, INC.
Street Address:	4975 Preston Park Blvd.
City:	Plano
State/Country:	TEXAS
Postal Code:	75075
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	0574351	DUR-O-WAL
Registration Number:	0696623	LADUR TYPE
Registration Number:	1082552	LADUR-EYE
Registration Number:	1082553	DUR-O-EYE
Registration Number:	1239157	DUR-O-WEB

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(714) 540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Gregory B. Phillips
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030145-0010
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NAME OF SUBMITTER:

Gregory B. Phillips

Total Attachments: 4

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**TRADEMARK SECURITY AGREEMENT**

WHEREAS, BAY STREET RESTAURANTS, INC., a Delaware corporation having its principal offices at 4975 Preston Park Blvd., Plano, Texas 75075, hereinafter referred to as DEBTOR, is the owner of the entire right, title and interest in and to certain trademarks and federal registrations thereof identified in SCHEDULE A (hereinafter TRADEMARKS); and

WHEREAS, GLENFED FINANCIAL CORPORATION, a California corporation having an office at 12720 Hillcrest Road, Suite 700, Dallas, Texas 75230, hereinafter referred to as GFC, has obtained a security interest in, to and under the TRADEMARKS to secure the payment and performance of the "Obligations," as defined in and pursuant to a Restaurant Loan and Security Agreement of even date, by and between GFC and DEBTOR, hereinafter referred to as the LOAN AGREEMENT, under which GFC is granted a lien on and security interest in, inter alia, machinery, equipment, accounts and inventory ("Other Assets"), whereby GFC shall have the right to foreclose simultaneously on the TRADEMARKS and the Other Assets upon the occurrence and continuance of an Event of Default under the LOAN AGREEMENT in order that the owner of the TRADEMARKS may continue the rendering of services under the TRADEMARKS and maintaining the goodwill of the DEBTOR's business connected with and symbolized by the TRADEMARKS;

NOW, THEREFORE, in order to secure payment of the sums loaned by GFC to DEBTOR in respect to the Obligations pursuant to the LOAN AGREEMENT, DEBTOR has created and hereby creates in favor of and grants to GFC, its successors, legal representatives and assigns, a security interest in, to and under the TRADEMARKS and all applications for registration, registrations and renewals thereof, all income, royalties, damages and payments with respect thereto (including license fees), and all goodwill of the DEBTOR's business connected with and symbolized by the TRADEMARKS including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the TRADEMARKS, as well as all tools, know-how and assets as may be necessary to ensure the quality of the product to which each TRADEMARK relates; and

DEBTOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record ownership of trademarks, to record creation of this security interest to GFC, its successors, legal representatives and assigns, in all TRADEMARKS listed in the annexed SCHEDULE A in accordance with the terms of the LOAN AGREEMENT and this instrument; and

GFC, its successors, legal representatives and assigns, agree that upon payment by DEBTOR of all sums due in respect of

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the Obligations pursuant to the LOAN AGREEMENT, GFC, its successors, legal representatives and assigns will execute such instruments evidencing discharge of the security interest created pursuant to the LOAN AGREEMENT and hereunder as DEBTOR may reasonably request in order to record discharge of said security interest.

Upon the occurrence of an Event of Default as defined in the LOAN AGREEMENT, GFC, its successors, legal representatives and assigns may exercise all rights and remedies described therein, and upon the occurrence and continuance of an Event of Default, DEBTOR hereby authorizes GFC to make, constitute and appoint any officer or agent of GFC as GFC may select, in its sole discretion, as DEBTOR's true and lawful attorney-in-fact, with power (upon GFC's notice to DEBTOR of its intention to do so) to (a) enforce its security against any of the TRADEMARKS, (b) grant or issue any exclusive or non-exclusive license under the TRADEMARKS to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to anyone. DEBTOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. GFC shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the TRADEMARKS may be located.

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IN WITNESS WHEREOF, the parties have caused their corporate seals to be impressed hereon and the hands of their proper officers be subscribed hereto, as of the 30th day of November, 1988.

ATTEST:

GLENFED FINANCIAL CORPORATION,  
a California corporation

*John T. Lamy*  
Assistant Secretary

By: *John T. Lamy*  
Name: *John T. Lamy*  
Title: *Vice President - Special Planning Division*

ATTEST:

BAY STREET RESTAURANTS, INC.  
a Delaware corporation

*T. Michael Crowley*  
ASST. SECRETARY

By: *Alan R. Palmer*  
Name:  
Title: *President*

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**ACKNOWLEDGMENTS**

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss.:  
UNITED STATES OF AMERICA )

On this 30<sup>th</sup> day of November, 1988, before me appeared JOHN T. LANSING, to me personally known and known to be the person who executed the foregoing instrument, and who, being by me duly sworn, did say that he/she is VICE PRESIDENT of GLENFED FINANCIAL CORPORATION and is authorized to execute said instrument on behalf of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and unto me acknowledged said instrument to be the free act and deed of said corporation.

Lisa L. Parrott  
NOTARY PUBLIC

LISA L. PARROTT  
NOTARY PUBLIC STATE OF TEXAS  
COMMISSION EXPIRES 7-18-90

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss.:  
UNITED STATES OF AMERICA )

On this 30<sup>th</sup> day of November, 1988, before me appeared ALAN R. PALMER, to me personally known and known to be the person who executed the foregoing instrument, and who, being by me duly sworn, did say that he/she is PRESIDENT of BAY STREET RESTAURANTS, INC. and is authorized to execute said instrument on behalf of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and unto me acknowledged said instrument to be the free act and deed of said corporation.

Lisa L. Parrott  
NOTARY PUBLIC

LISA L. PARROTT  
NOTARY PUBLIC STATE OF TEXAS  
COMMISSION EXPIRES 7-18-90

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SCHEDULE A

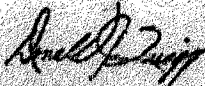
United States Registration

<u>Mark</u>	<u>Registration Number</u>
Bay Street	Reg. No. 1,355,998
Bay Street (Script)	Reg. No. 1,385,549
CATCH IT ALL	Reg. No. 1,480,220
SHELL-A-BRATION	Appl. Date - January 12, 1988 First Use - December 4, 1987

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RECORDED  
PATENT & TRADEMARK OFFICE

JAN 13 1989



COMMISSIONER OF PATENTS  
AND TRADEMARKS