

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Piccadilly Restaurants, LLC		03/16/2004	Limited Liability Company: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Yucaipa Corporate Initiatives Fund I, L.P.
<b>Street Address:</b>	9130 Sunset Blvd.
<b>City:</b>	West Hollywood
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90069
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	GSC Partners CDO Fund, Limited
<b>Street Address:</b>	c/o Deutsche Bank (Cayman) Limited
<b>Internal Address:</b>	P.O. Box GT, Elizabethan Square, George Town
<b>City:</b>	Grand Cayman
<b>State/Country:</b>	CAYMAN ISLANDS
<b>Entity Type:</b>	Limited Liability Company: CAYMAN ISLANDS
<b>Name:</b>	GSC Partners CDO Fund II, Limited
<b>Street Address:</b>	c/o Deutsche Bank (Cayman) Limited
<b>Internal Address:</b>	P.O. Box GT, Elizabethan Square, George Town
<b>City:</b>	Grand Cayman
<b>State/Country:</b>	CAYMAN ISLANDS
<b>Entity Type:</b>	Limited Liability Company: CAYMAN ISLANDS

<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1006514	MORRISON'S
Registration Number:	1383774	MORRISON'S CAFETERIA

OP \$465.00 1006514

Registration Number:	1471071	MORRISON'S FAMILY DINING
Registration Number:	1578246	PICCADILLY CAFETERIA
Registration Number:	2325868	50 FEET OF HOT, WHOLESOME, HOMESTYLE COOKIN'
Registration Number:	2334199	PICCADILLY EXPRESS
Registration Number:	2341958	WHO SAYS YOU CAN'T PLEASE EVERYBODY
Registration Number:	2346337	PICCADILLY CAFETERIA
Registration Number:	2351123	PICCADILLY
Registration Number:	2363824	PICCADILLY CAFETERIA
Registration Number:	2365850	PICCADILLY
Serial Number:	78310553	PICCADILLY TO-GO
Serial Number:	78310555	PICCADILLY TO-GO
Serial Number:	78323629	MORRISON'S TO-GO
Serial Number:	78323642	MORRISON'S FRESH COOKING TO-GO
Serial Number:	78330930	MORRISON'S FRESH COOKING TO-GO
Serial Number:	78331064	MORRISON'S FRESH COOKING
Serial Number:	78331067	MORRISON'S FRESH COOKING

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: rhonda.deleon@lw.com  
 Correspondent Name: Rhonda DeLeon  
 Address Line 1: 650 Town Center Drive, Suite 2000  
 Address Line 2: Latham & Watkins LLP  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 018688-0072

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER: Rhonda DeLeon

Total Attachments: 10  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 16, 2004 (this "Intellectual Property Security Agreement"), is made by PICCADILLY RESTAURANTS, LLC, a Delaware limited liability company (the "Grantor"), in favor of the Secured Parties under that certain Security Agreement of even date herewith issued by Grantor in favor of such Secured Parties (the "Security Agreement"). All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement.

WHEREAS, On the date hereof, YCI LP has made a bridge loan to the Company in the principal amount of \$18,700,000 evidenced by that certain Secured Bridge Loan Note issued by the Company (the "Bridge Loan Note"), and the Company has issued to Fund I an Amended and Restated Secured Term Note in the principal amount of \$11,735,684.35 (the "Fund I Note") and to Fund II an Amended and Restated Secured Term Note in the principal amount of \$11,595,381.65 (the "Fund II Note" and collectively with the Bridge Loan Note and the Fund I Note, the "Notes");

WHEREAS, on the date hereof Grantor has entered into the Security Agreement to secure its obligations under the Notes.

WHEREAS, the rights and remedies of the Secured Parties with respect to the collateral hereunder are subject to the terms of an Intercreditor Agreement of even date herewith (the "Intercreditor Agreement"), pursuant to which YCI LP has subordinated its liens and security interests in favor of those granted to Fund I and Fund II;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a continuing security interest in certain property, including, without limitation, certain intellectual property of the Grantor, to the Secured Parties and has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities;

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with the Secured Parties as follows:

SECTION 1. Grant of Senior Security. Grantor hereby assigns and transfers to each Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any

right, title or interest, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, processes, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by Grantor or in which Grantor now has or at

any time in the future may acquire any right, title or interest, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (the "Licenses"); provided that the Collateral shall not include any rights of Grantor under any License if and solely to the extent that the granting of a security interest therein would cause a default or breach of such license (other than to the extent that such term is rendered ineffective by the UCC); and

(f) any and all proceeds of the foregoing..

Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer in the United States record this Intellectual Property Security Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED EXCLUSIVELY IN SUCH STATE, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.

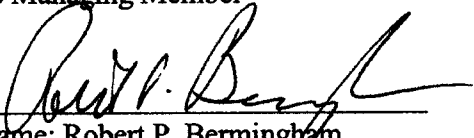
Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Notes. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, the Notes and the Intercreditor Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Notes or the Intercreditor Agreement, the provisions of the Security Agreement or the applicable Note or the Intercreditor Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

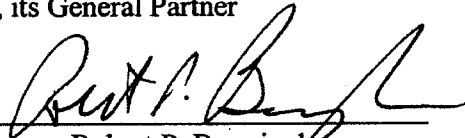
PICCADILLY RESTAURANTS, LLC.,  
a Delaware limited liability company

By: PICCADILLY INVESTMENTS, LLC,  
a Delaware limited liability company,  
its Managing Member

By:   
Name: Robert P. Bermingham  
Title: Vice President & Assistant Secretary

YUCAIPA CORPORATE INITIATIVES FUND I,  
L.P, a Delaware limited partnership

By: YUCAIPA CORPORATE INITIATIVES  
FUND I, LLC, a Delaware limited liability  
company, its General Partner

By:   
Name: Robert P. Bermingham  
Title: Vice President

Signature to IP Security Agreement


TRADEMARK  
REEL: 002813 FRAME: 0875



GSC PARTNERS CDO FUND, LIMITED,  
as Issuer

By: GSCP (NJ), L.P., as its agent

By: GSCP (NJ), Inc., its General Partner

By:   
Name: Seth Katzonskin  
Title: Authorized Officer

Address: c/o Deutsche Bank (Cayman) Limited  
P.O. Box GT,  
Elizabethan Square, George Town,  
Grand Cayman, Cayman Islands,  
British West Indies

Attn: Directors  
Facsimile: (345) 949-5223

With copies to:


Maples and Calder  
P. O. Box 309  
Ugland House  
South Church Street, George Town, Grand Cayman  
Cayman Islands, British West Indies  
Attn: Graham Lockington  
Fax: (345) 949-8080

GSCP (NJ), L.P.  
500 Campus Drive  
Building B, 2<sup>nd</sup> Floor  
Florham Park, New Jersey 07932  
Attn: Thomas J. Libassi  
Fax: (973) 285-3047

GSC PARTNERS CDO FUND II, LIMITED,  
as Issuer

By: GSCP (NJ), L.P., as its agent

By: GSCP (NJ), Inc., its General Partner

By:   
Name: Seth Katronides  
Title: Authorized Officer

Address: c/o Deutsche Bank (Cayman) Limited  
P.O. Box GT,  
Elizabethan Square, George Town,  
Grand Cayman, Cayman Islands,  
British West Indies

Attn: Directors  
Facsimile: (345) 949-5223

With copies to:

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P. O. Box 309  
Ugland House  
South Church Street, George Town, Grand Cayman  
Cayman Islands, British West Indies  
Attn: Graham Lockington  
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GSCP (NJ), L.P.  
500 Campus Drive  
Building B, 2<sup>nd</sup> Floor  
Florham Park, New Jersey 07932  
Attn: Thomas J. Libassi  
Fax: (973) 285-3047





Description of Intellectual Property**COPYRIGHTS**




None




**PATENTS**

None

**TRADEMARKS**

Trademark Description	Registration No.	Registration Date
MORRISON'S	1,006,514	03/11/1975
	1,383,774	02/18/1986
	1,471,071	12/29/1987
PICCADILLY CAFETERIA	1,578,246	01/16/1990
50 FEET OF HOT, WHOLESOME, HOMESTYLE COOKIN'	2,325,868	03/07/2000
	2,334,199	03/28/2000
WHO SAYS YOU CAN'T PLEASE EVERYBODY	2,341,958	04/11/2000
	2,346,337	05/02/2000

Federal Trademark Registrations	Registration No.	Registration Date
	2,351,123	05/23/2000
	2,363,824	07/04/2000
	2,365,850	07/11/2000

Pending Trademark Application	Application Serial No.	Filing Date
PICCADILLY TO-GO	78/310,553	10/07/2003
	78/310,555	10/07/2003
MORRISON'S TO-GO	78/323,629	11/05/2003
	78/323,642	11/05/2003
MORRISON'S FRESH COOKING TO-GO	78/330,930	11/20/2003
	78/331,064	11/20/2003
MORRISON'S FRESH COOKING	78/331,067	11/20/2003

Description of IP  
LA11224345.5

**Piccadilly Cafeterias, Inc. --**

<b>PICCADILLY</b>	Louisiana	LA3000031820	April 29, 1992

**INTERNET DOMAIN NAMES**

**www.piccadilly.com**

Created December 28, 1995

**INTELLECTUAL PROPERTY LICENSES**

Licenses of software and hardware

Description of IP  
LAV1224345.5