

**RECORDATION FORM
TRADEMARK**

09-05-2003

DEPARTMENT OF COMMERCE
Trademark Office



102542809

Tab settings → → →

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

1. Name of conveying party(ies):

S&A Restaurant Corp.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State - **Delaware**
- 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: August 4, 2003

2. Name and address of receiving party(ies)

Fortress Credit Opportunities I LP

Street Address: 1251 Avenue of the Americas, 16th Floor

City: New York State: NY Zip: 10020

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State - **Delaware**
- 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)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

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

Name: Santo Manna, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved:.....

31

7. Total fee (37 CFR 3.41).....\$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

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

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.

Santo Manna, Esq.

Name of Person Signing

Signature

August 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

SCHEDULE "A"

S & A RESTAURANT CORP. TRADEMARKS	TRADEMARK REGISTRATION AND APPLICATION NOs.
Bennigan's	1088917
Bennigan's (stylized)	1318668
Death by Chocolate	1394245
Time Crunch Lunch	1920425
Blarney Blast	1957817
Bennigan's Irish American Grill & Tavern	1979644
Bennigan's Health Club	2001523
Copper Clover International Beer Quest	2004557
Copper Clover International Beer Quest (Design)	2021004
Bennigan's (Man with Mug) Design	1423404
Bennigan's Tavern & design	1245655
Bennigan's No Blarney Guarantee	2004560
Copper Clover	2004558
No Blarney Guarantee	2008786
Emerald Isle Margarita	2049016
Emerald Isle Margarita (design)	2054869
Steak and Ale (steer design)	861153
Steak and Ale (stylized)	862533
Early Evenings at Steak and Ale	1950405
Early Evenings (and design)	1950408
Steak and Ale (block)	2065016
Steak and Ale Dinnerhouse	2002696
Kensington	956188
Mishmash	1198149
Steer Design	982339
Skillet O'Beef	972960
Death by Chocolate	76/441,744
Lucky Clover Giveaway	2087603
Home of 100 Beers and 1,000 Welcomes	2055237
Tap Time	2023959
Bennigan's Tap Time Special Fun, Food and Drink	2054487

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, S&A Restaurant Corp., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule "A", which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Loan and Security Agreement, dated August 4, 2003 (the "Security Agreement"), with FORTRESS CREDIT OPPORTUNITIES I LP, a Delaware limited partnership, as administrative agent for the Lenders (as defined below) party to the Loan Agreement referred to below (in such capacity, the "Agent").

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of Assignee and each of the lenders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired trademarks and service marks and the applications and registrations thereof, including without limitation the Trademarks and related registrations and applications set forth on Schedule "A" attached hereto (collectively, the "Collateral"), in order to secure the prompt repayment of the Obligations (as defined in the Security Agreement) and the prompt performance of Assignor's other covenants and duties under the Security Agreement and related loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge and assign and grants to the Assignee for the benefit of Assignee and the Lenders a continuing security interest in the Collateral in order to secure the prompt repayment of the Obligations and the prompt performance of Assignor's other covenants and duties under the Security Agreement and related loan documents.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

TRADEMARK

REEL: 002816 FRAME: 0812

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 4th, 2003.

S&A RESTAURANT CORP.

By: Todd Watson

Name:

Title: TODD M. WATSON
VICE-PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

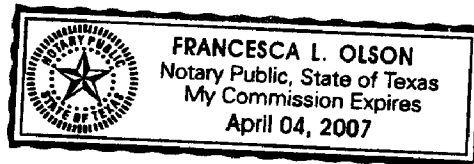
SS.:

COUNTY OF Dallas

On this 4th day of August 2003, before me, the undersigned, personally appeared Todd Watson, V.P. S&A Restaurant Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Francesca L. Olson

[NOTARY SEAL]



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