

11/4/03

11-07-2003



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Jerry's Famous Deli, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Wolfie's Restaurant, Inc. Internal Address: Street Address: 11900 Biscayne Blvd. Suite 806 City: Miami Beach State: FL Zip: 33181 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 8/13/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/306,624 B. Trademark Registration No.(s) 75/626,876 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John Cyril Malloy, III Internal Address: Street Address: 2800 SW Third Avenue Historic Coral Way City: Miami State: FL Zip: 33129

7. Total fee (37 CFR 3.41) \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. John Cyril Malloy III Name of Person Signing Signature Date 10/31/03

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

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

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01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

TRADEMARK REEL: 002858 FRAME: 0397

**GRANT OF SECURITY INTEREST**

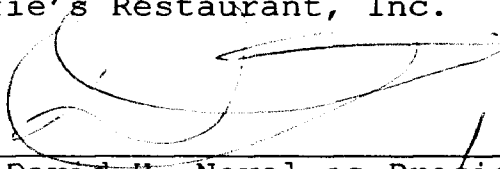
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Jerry's Famous Deli, Inc. (hereinafter "Grantor") with principal offices at 12711 Ventura Boulevard, Suite 400, Studio City, California hereby grants to Wolfie's Restaurant, Inc. (hereinafter "Grantee"), with principal offices at 11900 Biscayne Boulevard, Suite 806, North Miami Beach, Florida, a security interest in (1) all of the Grantor's right, title and interest in and to the trademarks "WOLFIE'S" and "WOLFIE'S & Design" for restaurant and delicatessen services (the "Marks") and all corresponding registrations and applications thereof, including but not limited to Florida Regis. No. T03623, Serial No. 75/306,624, and Serial No. 75/626,876, (2) goodwill of the businesses symbolized by the Marks, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the obligations of the Grantor pursuant to the Mediated Settlement Agreement dated September 24, 2002 ("MSA"). Upon the satisfaction of Grantor's obligations as set forth in the MSA, the Grantee shall execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by the Grantor releasing the security interest in the Marks granted under this Agreement.

THIS AGREEMENT has been entered into in conjunction with the security interest granted to the Grantee under the MSA and the right therein to publicly record a security instrument with the U.S. Patent and Trademark Office and other bodies. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the MSA, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the MSA, the provisions of the MSA shall govern.

EXECUTED by the undersigned parties to this Agreement as of the date last written below.

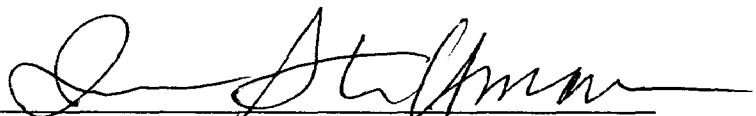
Wolfie's Restaurant, Inc.

A large, stylized handwritten signature in black ink, appearing to read 'D. Nevel'.

By: David H. Nevel as President  
of Wolfie's Restaurant, Inc.

Date: 8/13/03

JERRY'S FAMOUS DELI, INC.

A large, stylized handwritten signature in black ink, appearing to read 'Isaac Starkman'.

By Isaac Starkman as the CEO  
of Jerry's Famous Deli, Inc.

Date: 8-1-03