

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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

1. Name of conveying party(ies):

Rockfish Seafood Grill, LP

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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 15, 2003

2. Name and address of receiving party(ies)

Name: Brinker International Payroll Internal Company, LP Address: Legal Department

Street Address: 6820 LBJ Freeway

City: Dallas State: TX Zip: 75240

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

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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

Name: Laura C. Richard

Internal Address: Legal Department

6820 LBJ Freeway

Street Address: 6820 LBJ Freeway

City: Dallas State: TX Zip: 75240

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

023825

(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.

Laura C. Richard

Name of Person Signing

Laura C. Richard

Signature

5-11-04

Date

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

CH \$315.00 023825 78186723

EXHIBIT A

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FISH ON THE FLY & DESIGN	78/186,723	11/19/2002		
FISH ON THE FLY & DESIGN	78/186,223	11/18/2002		
FISH ON THE FLY	78/186,712	11/19/2002		
FISH ON THE FLY	78/186,173	11/18/2002		
GSNALOC	78/184,001	11/12/2002		
GREAT SEAFOOD, NOT A LOT OF CLAMS	78/179,660	10/29/2002	2,756,378	08/26/2003
ROCKFISH SEAFOOD GRILL & DESIGN	76/394,224	04/11/2002	2,686,180	02/11/2003
MEXICAN SHRIMP MARTINI	76/309,427	09/04/2001		
ROCKFISH SEAFOOD GRILL & DESIGN	75/468,745	04/14/1998	2,339,806	04/11/2002
YOUR FISH IS MY COMMAND	78/248,629	05/12/2003		
YOUR FISH IS MY COMMAND	78/266,454	06/24/2003		

10-10-2003

10-9-03

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79 186 725

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Laura C. Richard

Laura C. Richard Signature

8/30/03

Date

Name of Person Signing

Signature



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10/09/2003 01 FC:8521 02 FC:8522

40.00 DA 275.00 DA

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YOUR FISH IS MY COMMAND	78/248,629	05/12/2003		
YOUR FISH IS MY COMMAND	78/266,454	06/24/2003		
ROCKFISH SEAFOOD GRILL & DESIGN (TX)			5,830,117	08/07/2001

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 15, 2003 is between Rockfish Seafood Grill, L.P. (f/k/a Rockfish, L.P.), a Delaware limited partnership ("Grantor") and Brinker International Payroll Company, L.P., a Delaware limited partnership ("Secured Party").

RECITALS

A. Pursuant to and subject to the terms and conditions set forth in that certain Third Amended and Restated Bridge Note and Security Agreement (the "Agreement") dated as of the date hereof in the stated face amount of \$6,800,000.00 between Grantor and Secured Party, Secured Party has agreed to make advances to Grantor ("Loans").

B. The Loans are secured (the "Liens") by all of Grantor's assets pursuant to the Agreement and such collateral includes, without limitation, all of Borrower's trademarks and tradenames and other intellectual property (the "Intellectual Property Collateral").

C. Grantor and Secured Party desire to enter into this agreement for the purpose of placing notice of Secured Party's Liens of record in the registry of the United States Patent and Trademark Office.

AGREEMENT

Grantor has granted and hereby grants Secured Party a security interest in all of its right, title and interest in its Intellectual Property Collateral (including, without limitation, the Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference for all purposes), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Agreement. Secured Party's rights and remedies in the security interest are in addition to those set forth in the Agreement and the other Loan Documents, and those available in law or equity. Secured Party's rights powers and interests are cumulative with every right, power or remedy provided herein. Secured Party's exercise of its rights, powers or remedies in this agreement, the Agreement or any other document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

[Remainder of page intentionally blank. Signatures on following page.]

GRANTOR:

ROCKFISH SEAFOOD GRILL, L.P. (f/k/a Rockfish, L.P.),
a Delaware limited partnership

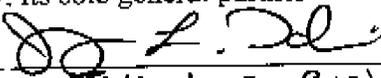
By: Rockfish Management, L.L.C.,
a Texas limited liability company,
its sole general partner

By: 
Name: RANDY DEWITT
Title: MANAGING MEMBER

SECURED PARTY:

BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.,
a Delaware limited partnership

By: BIPC Management, LLC, a Delaware limited liability
company, its sole general partner

By: 
Name: JAY L. TOBIN
Title: SR. VICE PRESIDENT