



To the Honorable Commissioner of Patent

102708986

inal documents or copy thereof.

1. Name of conveying party(ies) 2004 MAR 26 AM 10:23

Hi Limited Partnership

FINANCE SECTION

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Florida Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 11, 2004

2. Name and address of receiving party(ies)

Name: Carolina First Bank

Internal

Address:

Street

Address: 2003 North Oak Street

City: Myrtle Beach State SC Zip 29577

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State South Carolina

Other State Bank

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)

75/524,126; 75/524,128; 76/441,719; 76/530,674; 76/530,896

B. Trademark Registration No.(s)

1,320,029; 1,534,320; 1,531,149; 1,544,529; 1,557,380; 1,602,377

Additional number(s) attached Yes (1 Additional Page) No

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

Name: James Hunt Yancey, Jr.

Internal Address:

Street Address: Troutman Sanders LLP

600 Peachtree Street, Suite 5200

City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41) \$ 1,090.00

Enclosed (Check # 333797 for \$1,040.00)

Authorized to be charged to deposit account (\$50.00)

8. Deposit account number: 20-1507

(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 true copy of the original document.

James Hunt Yancey, Jr.

3/26/2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 19

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

Vertical stamp: 03/30/2004 MBE/RICHE 00000135 001507 50.00 DA 01 FC: 052 02 FC: 052

Continuation of Item 4

(Additional Page 1 of 1)

Trademark Registration Numbers

1,590,973
1,652,377
1,653,233
1,659,704
1,691,271
1,697,574
1,727,934
1,742,448
1,747,873
1,787,576
2,736,550
2,736,549

Trademark Application Numbers

76/418,844
76/476,325
76/476,451
76/477,071
76/476,328
76/437,975
76/436,045
76/436,024
76/436,151
76/436,023
76/524,861
76/532,501
76/532,500
76/546,017
76/546,018
76/532,505
76/532,504
76/532,503
76/532,502
76/576,313

This Amended and Restated Conditional Assignment and Trademark Security Agreement ("Agreement"), dated as of March 11, 2004, between Hi Limited Partnership, a Florida limited partnership ("Grantor"), and Carolina First Bank ("Bank").

W I T N E S S E T H:

WHEREAS, Grantor owns the U.S. trademarks, trademark applications, service marks and service mark applications listed on Schedule 1A annexed hereto, and the foreign trademarks, trademark applications, services marks and service mark applications listed on Schedule 1B annexed hereto; and

WHEREAS, Grantor and Hooters of America, Inc., a Georgia Corporation ("Borrowers") have heretofore executed and delivered to Bank: (a) that certain promissory note dated March 21, 2001, in the principal amount of Twenty Million and 00/100 (\$20,000,000.00) Dollars (together with all extensions, renewals, modifications [including, without limitation, the Modification defined below], increases, consolidations, and supplements, "Promissory Note"), which such Promissory Note evidenced a loan from Bank to Borrowers in the principal amount of Twenty Million and 00/100 (\$20,000,000.00) Dollars (together with all extensions, renewals, modifications, increases, consolidations, and supplements, "Loan"; (b) a loan agreement dated March 21, 2001 (together with all amendments and modifications, "Loan Agreement"); and;

WHEREAS, Borrowers have requested, and Bank has agreed, to increase the Loan to Thirty Five Million and 00/100 (\$35,000,000.00) Dollars, and grant certain other modifications to the Loan, which such increase and modifications are more fully set out in that certain Renewal and Modification of Promissory Note of even date herewith ("Modification") and in certain other modifications of the Loan Agreement and Loan Documents (as defined in the Loan Agreement) one of which such Loan Documents is that certain Conditional Assignment and Trademark Security Agreement from Grantor to Bank dated March 21, 2001 ("Original Assignment").

NOW, THEREFORE, in consideration of the premises which shall form a part hereof, the terms and conditions herein, the agreement of Bank to grant the Modification, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest.

- (a) Grantor hereby grants and reaffirms its prior grant to Bank, its successors and assigns, a continuing security interest in all of Grantor's right, title, and interest in the following ("Trademark Collateral"), whether now owned or hereafter acquired or arising, in order to secure the due and punctual payment and performance of all Secured Obligations (as hereinafter defined):
 - (i) All "Trademarks" (as defined below), whether now owned or hereafter arising or acquired by Grantor, including each registered U.S. Trademark identified on Schedule 1A hereto, and each registered foreign Trademark identified on Schedule 1B hereto. For purposes of this Agreement, "Trademarks" shall mean all trade names, trademarks, service marks and logos (registered and unregistered) and state, federal and foreign trademark and service mark registrations and state, federal and foreign registration applications (in use and intent to use) and all renewals and divisions thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, all rights corresponding thereto throughout the world, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark and all proceeds of the foregoing; and
 - (ii) All agreements providing for the grant of any right in or to any Trademark (whether Grantor is the licensee or the licensor thereunder) including but not limited to those agreements on Schedule 2 hereto and all proceeds of the foregoing ("Trademark Licenses").

- (b) The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power, or remedy provided for herein. The exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

2. Secured Obligations. The collateral assignment contained herein shall secure the due and punctual payment of (i) the Loan, and all amounts owing in respect thereof, whether for principal, interest, fees, charges or otherwise, and (ii) all other amounts owing under the Loan Agreement, the Promissory Note, this Agreement or any other Loan Documents (collectively, "Secured Obligations").

3. Modification of Agreement. This Agreement may not be changed, waived or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Grantor authorizes Bank, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule IA or Schedule IB to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor.

4. Representations and Warranties.

- (a) Schedule IA hereto contains a true and accurate list of all Grantor's U.S. Trademarks and Trademark applications. Schedule IB hereto contains a true, correct and complete list of all foreign Trademarks and Trademark applications.
- (b) Other than as set forth on Schedule 3 attached hereto, Grantor is the sole owner of the Trademarks and its interest in the Trademark Licenses, free and clear of all liens, claims and encumbrances, other than the lien created by this Agreement; the records of the United States Patent and Trademark Office currently reflect that Grantor is the owner of all U.S. Trademark registrations and applications; the records of the applicable foreign jurisdictions currently reflect that Grantor is the owner of all foreign Trademark registrations and applications, and none of the Trademark Collateral has been licensed by Grantor to any third party, except for the Trademark Licenses listed on Schedule 2.
- (c) The execution, delivery and performance by Grantor of this Agreement and the other Loan Documents (i) are not in contravention of any law, rule, or regulation applicable to Grantor; (ii) will not violate or result in a default under any agreement or indenture to which Grantor is a party or by which Grantor is bound; (iii) do not contravene the organizational documents of Grantor; and (iv) will not result in or require the creation or imposition of any lien or security interest on any of the property or assets of Grantor other than Liens in favor of Bank created by this Agreement.
- (d) Other than as set forth on Schedule 3 attached hereto, to the best of Grantor's knowledge, each Trademark is valid, subsisting, unexpired and enforceable, and Grantor has used and continues to use the appropriate statutory notice of registration in connection with its use of all federally registered Trademarks.
- (e) Other than as set forth on Schedule 3 attached hereto, no holding, decision or judgment has been rendered in any action or proceeding limiting, canceling or questioning the validity of Grantor's rights in any Trademark and no such action or proceeding is pending or, to the best of Grantor's knowledge, threatened. To the best of Grantor's knowledge, there is no subsisting breach or default under any Trademark License.
- (f) Other than as set forth on Schedule 3 attached hereto, to the best of Grantor's knowledge, (i) the conduct of Grantor's business does not infringe upon any trademark or other intellectual property right owned or controlled by a third party and (ii) except as previously disclosed in writing to Bank, no third party is infringing upon any of the Trademark Collateral.

5. Covenants of Grantor.

- (a) Grantor will not do any act or omit to do any act (and not permit any licensees or sublicensees of Grantor to do any act) whereby any Trademark of Grantor will become abandoned, invalidated or unenforceable, and Grantor shall diligently pursue each Trademark application and shall maintain each Trademark registration in full force and effect. In the event that any Trademark owned by, or licensed to, Grantor, is infringed or diluted by a third party, Grantor shall promptly take all reasonable actions to stop such infringement or dilution and protect its exclusive rights in such Trademark.
- (b) Grantor agrees to promptly report to Bank (i) the filing of any application for registration of any Trademark (whether such application is filed by Grantor or through any agent, employee, licensee or designee) and (ii) the registration of any Trademark. Grantor agrees to execute and deliver to Bank an amendment to this Agreement covering such new applications or registrations for Trademarks in form appropriate for recordation in the United States Patent and Trademark Office.
- (c) Without the prior written consent of Bank, Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral or any rights therein (except as contemplated by clause (c)(iii)), (ii) grant any lien or security interest in any of the Trademark Collateral (except for the lien created by this Agreement), or (iii) license any of the Trademark Collateral to any third party, except that, unless an Event of Default has occurred and is continuing, Grantor can grant non-exclusive licenses of any of the Trademarks to a third party in the ordinary course of business; provided that Bank shall receive a security interest in any fees, royalties and payments with respect to all and any such licenses.

6. Grant of License.

- (a) Grantor hereby grants to Bank a non-exclusive, royalty-free right and license, with rights of sublicense, in and to the Trademark Collateral, and a sublicense in and to Grantor's rights under Trademark Licenses to the extent permitted under the terms of such Trademark Licenses, to the extent permitted under the terms thereof, to use such Trademark Collateral or operate under such Trademark Licenses, effective upon the occurrence of an Event of Default, in connection with the enforcement of Bank's rights and remedies hereunder and under the other Loan Documents
- (b) The license granted pursuant to Section 6(a) is conditional upon the requirement that the goods sold and services rendered by Bank under the Trademark Collateral shall be of a nature and quality substantially consistent with those theretofore offered under such Trademarks by Grantor.

7. Remedies Upon Default; Power of Attorney.

- (a) Following the occurrence and continuance of an Event of Default under the Loan Agreement, and subject to the notice provisions therein, immediately upon the request of Bank to facilitate any exercise of its remedies hereunder, Grantor shall assign, transfer, set over and deliver the Trademarks to Bank or its designee, and Grantor hereby irrevocably constitutes and appoints Bank and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or Bank's own name or the name of Bank's designee, upon the occurrence of an Event of Default, (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit "A" and incorporated hereby by reference ("Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, (ii) to collect proceeds of any Trademark Collateral, (iii) in any transaction authorized by the Loan Agreement, convey any Trademark Collateral to any purchaser thereof, payment or discharge of taxes or liens levied or placed upon or threatened against any Trademark Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by

any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, (ii) to collect proceeds of any Trademark Collateral, (iii) in any transaction authorized by the Loan Agreement, convey any Trademark Collateral to any purchaser thereof, payment or discharge of taxes or liens levied or placed upon or threatened against any Trademark Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Bank in its sole discretion, and such payments made by Bank to become the obligations of Grantor to Bank, due and payable immediately without demand. Bank's authority hereunder shall include, without limitation, the authority to endorse and negotiate any checks or instruments constituting proceeds of any Trademark Collateral in the name of Grantor, execute and give receipt for any certificate of ownership or any document (constituting Trademark Collateral), sign Grantor's name on all financing statements or any other documents necessary or appropriate by Bank to preserve, protect or perfect the security interest in any Trademark Collateral (to the extent permitted by Applicable Law) and to file the same, prepare, file and sign Grantor's name on any notice of Lien, and prepare, file and sign Grantor's name on a proof of claim in bankruptcy or similar document against any customer of Grantor with respect to any claim of Grantor comprising part of any Trademark Collateral.

- (b) Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney is a power coupled with an interest and shall be irrevocable.
- (c) In addition to the foregoing, upon the occurrence of a Default or an Event of Default, Bank shall have all rights and remedies of a secured party under the applicable Uniform Commercial Code and as otherwise available at law and equity.

8. Termination of Agreement. This Agreement shall terminate upon the latter to occur of (a) termination of the Loan Agreement and the other Loan Documents, and (b) the payment in full of all Secured Obligations then outstanding under the Loan Agreement, the Promissory Note and the other Loan Documents. At such time, Bank shall execute and deliver such instruments and documents as are necessary to terminate the security interest granted hereby.

9. Priority. If it is determined that any other person or entity other than Bank shall have a lien, encumbrance, or claim of any type which as a legal priority over any term of this Agreement, the original terms of the Original Assignment and other modifications thereof shall, at the election of Bank, be severable from this Agreement, and separately enforceable from the terms thereof as modified thereby in accordance with their original terms, and Bank shall maintain all legal or equitable priorities which were in existence before the date of execution hereof. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Bank over any party which were in existence before the date of execution of this Agreement shall remain in effect after the execution hereof, and for the purpose of this Section 9, the Original Assignment shall remain in full force and effect; otherwise any conflict between the Original Assignment and this Agreement shall be resolved in favor of this Agreement.

10. Parties Bound. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of, and be enforceable by, Bank and its successors and assigns,

11. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS IN EFFECT IN THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS.

12. Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

13. No Release. This Agreement is not intended to, nor shall it constitute, a novation, discharge, or release of any person or entity liable under the Promissory Note, Modification, or any other Loan Document.

14. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand,

request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other a communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the terms of the Loan Agreement.

15. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

16. **Jurisdiction; Waiver of Jury Trial.** GRANTOR: (A) HEREBY IRREVOCABLY SUBMITS ITSELF TO THE PROCESS, JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF GEORGIA, FULTON COUNTY, AND TO THE PROCESS, JURISDICTION, AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA FOR THE PURPOSES OF SUIT, ACTION, OR OTHER PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, OR, IF BANK INITIATES SUCH ACTION, ANY COURT IN WHICH BANK SHALL INITIATE SUCH ACTION AND THE CHOICE OF SUCH VENUE SHALL, IN ALL INSTANCES, BE AT BANK'S ELECTION; AND (B) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION, OR PROCEEDING ANY CLAIM THAT GRANTOR IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE NAMED COURTS, THAT SUCH SUIT, ACTION, OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF SUCH SUIT, ACTION, OR PROCEEDING IS IMPROPER. GRANTOR HEREBY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY JUDGMENT OR ACTION IN ANY OTHER FORUM.

BANK AND GRANTOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR UNDER ANY OF THE LOAN DOCUMENTS WOULD BE BASED UPON DIFFICULT COMPLEX ISSUES, AND THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF SUCH CONTROVERSY SHALL BE TRIED BY A JUDGE SITTING WITHOUT A JURY, AND GRANTOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY SUCH PROCEEDING.

ALL OF THE PROVISIONS SET FORTH ABOVE ARE A MATERIAL INDUCEMENT FOR BANK'S MAKING THE LOANS TO BORROWERS AND ACCEPTING THIS AGREEMENT FROM GRANTOR.

17. **Mandatory Arbitration.** Any controversy or claim between or among the parties hereto arising out of or relating to this Agreement or any Loan Document, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law). Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action. The arbitration shall be conducted in the city of Atlanta, state of Georgia, at any time of the execution of this Agreement.

- (a) Grantor and Bank shall each select an arbitrator within fifteen (15) days of a demand for arbitration hereunder, and the arbitrators so chosen shall select a third arbitrator within fifteen (15) days of the latter arbitrator's selection. If either Grantor or Bank fails to designate its arbitrator, or if the arbitrators chosen by Grantor and Bank fail to designate a third arbitrator, then such arbitrator shall be designated by the American Arbitration Association upon request by either Grantor or Bank.
- (b) All arbitration hearings shall be commenced within ninety (90) days of the demand for arbitration; further, the arbitrators shall only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional sixty (60) days.
- (c) The decision of a majority of the arbitrators shall be final, conclusive, and binding upon the parties hereto.
- (d) Nothing in this Agreement shall be deemed to: (i) limit the applicability of any otherwise applicable statutes of limitation or repose any waivers contained in this Agreement; or (ii) be a waiver by Bank of the protection afforded to it by 12 USC Sec. 91, or any substantially equivalent state law; or (iii) limit the right of Bank (A) to exercise self-help remedies such as (but not limited to) setoff; or (B) to foreclose against any real or personal property collateral, or (C) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief or the appointment of a receiver. Bank may exercise such self-help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during, or after the pendency of any arbitration proceeding brought pursuant to this Agreement. At the option of Bank, foreclosure under a mortgage may be accomplished by any of the following: the exercise of a power of sale under the mortgage, or by judicial sale under the mortgage, or by judicial foreclosure. Neither the exercise of self-help remedies

nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

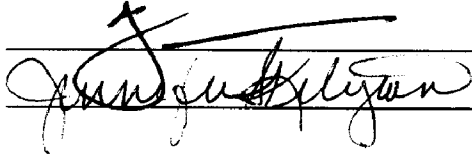
WITNESS:

GRANTOR:

HI LIMITED PARTNERSHIP, a Florida limited partnership


By: Hooters Enterprises, LLC, a Georgia limited liability company

By: 
Coby Brooks
Its: Vice President



BANK:

CAROLINA FIRST BANK

By: 
James R. Ramsbottom
Its: Sr. Vice President

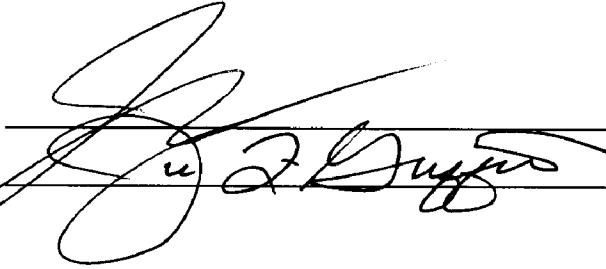


EXHIBIT "A"

ASSIGNMENT

THIS Assignment dated the _____ day of _____, 200____, from HI Limited Partnership, a Florida limited partnership ("Assignor"), to Carolina First Bank, as Bank ("Assignee"), recites and provides:

WHEREAS, Assignor is the owner of certain trademarks and service marks; and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in all such trademarks and service marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby transfers, assigns, sets over and delivers to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the trademarks and service marks and the registrations thereof and applications therefor listed in Schedule 1 hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (collectively, "Marks"), together with the goodwill of the business symbolized by the Marks and the assets of the Assignor associated with such business.

Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

HI LIMITED PARTNERSHIP, a Florida limited partnership

By: Hooters Enterprises, LLC, a Georgia limited liability company

By: _____
Coby Brooks
Its: Vice President _____

EXHIBIT "A"

UNITED STATES SERVICE MARK AND TRADEMARK REGISTRATIONS

MARK	SERVICES/GOODS CLASS	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE
HOOTERS Plus Owl Design	Class 42 - Restaurant and cocktail lounge services.	02/06/84	73-464,115	1,320,029	02/12/85 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged. Assignment of this registration, while requested along with the others, was erroneously not recorded by the PTO. Correction is being made.
HOOTERS Plus Owl Design	Class 20 - Plastic key chains. Class 28 - Disc toss toys.	02/22/88	73-712,461	1,534,320	04/11/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS Plus Owl Design	Class 34 - cigarette lighters.	03/07/88	73-715,156	1,531,149	03/21/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTER PATROL	Class 25 - Hats and billed caps sold only in applicant's restaurants or in the promotion of those restaurant services.	02/08/88	73-710,037	1,544,529	06/20/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS	Class 42 - restaurant and cocktail lounge services	01/23/89	73-775,646	1,557,380	09/19/89 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS Plus Owl Design	Class 25 - clothing, namely socks, shirts, pants, jackets, shorts, baby bibs, and sun visors.	03/07/88	73-715,167	1,602,377	06/19/90 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS	Class 25 - Clothing, namely sweatbands, shirts, pants and jackets.	02/08/88	73-710,036	1,590,973	04/10/90 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.

HOOTERS Plus Owl Design	Class 16 - calendars, posters, photographs, magazines of general interest.	08/09/90	74-087,127	1,652,377	07/30/91 Aff. Sec. 8 accepted. (2-6-02) Aff. Sec. 15 acknowledged. (2-6-02)
HOOTERS	Class 38 - Entertainment services in the nature of a television program.	09/24/90	74-099,403	1,653,233	08/06/91 Aff. Sec. 8 accepted. (11-21-01) Aff. Sec. 15 acknowledged. (11-21-01)
HOOTERS	Class 16 - Posters, photographs, and calendars.	08/09/90	74-087,126	1,659,704	10/08/91 Aff. Sec. 8 accepted. (10-20-01) Aff. Sec. 15 acknowledged (10-20-01).
HOOTERS Plus Owl Design	Class 9 - Video cassette tapes featuring entertainment programming.	02/15/91	74-139,445	1,691,271	06/09/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS	Class 16 - Calendars, posters, photographs, magazines of general interest.	09/24/90	74-099,580	1,697,574	06/30/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS Plus Building Design	Class 30 - Breading mix.	02/21/92	74-248,192	1,727,934	10/27/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS Plus Owl Design	Class 30 - Breading mix.	07/29/91	74-189,227	1,742,448	12/22/92 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged.
HOOTERS	Class 30 - Breading mix.	07/16/91	74-185,577	1,747,873	01/29/93
HOOTERS Plus Building Design	Class 30 - Sauces.	09/19/91	74-205,071	1,787,576	08/10/93 Aff. Sec. 8 accepted. Aff. Sec. 15 acknowledged. Sec. 8&15 Aff. Filed and Accepted

HOOTERS Plus Owl Design	Class 41 - Production of motion picture films, production of television movies, entertainment in the nature of an on-going television comedy series.	07/21/98	75-524,126			Intent-to-use application.
HOOTERS	Class 41 - Production of motion picture films, production of television movies, entertainment in the nature of an on-going television comedy series.	07/21/98	75-524,128			Intent-to-use application.
HOOTERS	Class 39 - Air transportation services	08/20/0202	76-441719			Intent-to-use application
DELIGHTFULLY TACKY, YET UNREFINED	Class 35 -- Business information services on a wide variety of subjects, namely, sports fan business promotions, news and sports information; dissemination of advertising of franchising opportunities; and providing online games via an online electronic communications network	07/18/03	76530674			Intent-to-use application
HOOTERS	Class 35 -- Business information services on a wide variety of subjects, namely, sports fan business promotions, news and sports information; dissemination of advertising of franchising opportunities; and providing online games via an online electronic communications network	07/18/03	76530896			Use in commerce application
DELIGHTFULLY TACKY, YET UNREFINED	Class 25 - clothing	06/11/02	76418844			Intent-to-use application
SOUTHWEST FIESTA SALAD	Class 43 - restaurant services	12/18/02	76476325			Intent-to-use application
LOOK DEEPLY INTO MY EYES AND CONSIDER THIS	Class 43- restaurant services	09/26/02	2736550		2736550	07/15/03
THE SOON TO BE RELATIVELY FAMOUS	Class 43 - restaurant services	09/26/02	2736549		2736549	07/15/03
BAYOU GUMBO	Class 43- restaurant services	12/18/02	76476451			Intent-to-use application
DELTA COBB SALAD	Class 43 - restaurant services	12/19/02	76477071			Intent-t-use application
BAYOU BASKETBALL BASH	Class 43 - restaurant services	12/18/02	76476328			Intent-to-use application

HOOTERS THE ORIGINAL BAKE 'R FRY BUFFALO SHRIMP	Class 29- Frozen shrimp	08/05/02	76437975		Intent-to-use application
THE CURE FOR THE COMMON RESTAURANT	Class 43 - restaurant services	07/31/02	76436045		Intent-to-use application
MORE THAN A MOUTHFUL	Class 43 - restaurant services	07/31/02	76436024		Intent-to-use application
BUFFALO SHRIMP INVASION	Class 43 - restaurant services	07/31/02	76436151		Intent-to-use application
BUFFALO SHRIMP	Class 43 - restaurant services	07/31/02	76436023		Intent-to-use application
WINGING	Class 35 - Marketing and promotional campaign services for introducing restaurants to neighborhood businesses	06/20/03	76524861		Intent-to-use application
HOOTERS AIR	Class 39 - Airline transportation services; telephone flight reservation services; computerized reservation and ticketing for transportation services; airport services, namely, receipt and dispatch of ground baggage and handling of passengers	07/28/03	76532501		Intent-to use application
HOOTERS AIRLINES	Class 39 - Airline transportation services; telephone flight reservation services; computerized reservation and ticketing for transportation services; airport services, namely, receipt and dispatch of ground baggage and handling of passengers	07/28/03	76532500		Intent-to use application
LITTLE HOOTS	Class 43 - restaurant services	09/22/03	76546017		Intent-to use application
LIL HOOTS	Class 43 - restaurant services	09/22/03	76546018		Intent-to use application
1-800-FLY-HOOT	Class 39 - Services relating to travel reservations, namely, making reservations and booking for transportation by airline	07/28/03	76532505		Intent-to use application
1-866-FLY-HOOT	Class 39 - Services relating to travel reservations, namely, making reservations and booking for transportation by airline	07/28/03	76532504		Intent-to use application
1-900-FLY-HOOT	Class 39 - Services relating to travel reservations, namely, making reservations and booking for transportation by airline	07/28/03	76532503		Intent-to use application
1-888-FLY-HOOT	Class 39 - Services relating to travel reservations, namely, making reservations and booking for transportation by airline	07/28/03	76532502		Intent-to use application
FLAPPERTIZER	Class 43 - Restaurant services	02.19/04	76576313		Use in commerce application

SCHEDULE 1-B

Schedule 1-B consists of International Mark Registration Information and is intentionally omitted from U.S. filing.

SCHEDULE 2

to Amended and Restated Conditional Assignment and Trademark Security Agreement

Schedule 2 consists of that certain License Agreement between Hooters, Inc. (assigned to HI Limited Partnership, a Florida limited partnership) and Hooters of America, Inc. (f/k/a Neighborhood Restaurants of America, Inc.) dated July 21, 1984, and all amendments, supplements, and restatements, the terms and provisions of which are incorporated herein by reference.

SCHEDULE 3

**to Amended and Restated Conditional Assignment
and Trademark Security Agreement**

Schedule 3 shall consist of a 108 page Status Report prepared by Needle & Rosenberg, P.C., initialed by the parties on March 5, 2001, the contents of which are incorporated herein by reference, as updated by from Hill, Kertscher & Pixley, LLP, dated September 8, 2003, the contents of which are incorporated herein by reference, and further updated by the attached letter from Hill, Kertscher & Pixley, LLP dated March 11, 2004.