

RECORDATION FORM C
TRADEMARKS

05-06-2004

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To the Honorable Commissioner of Patents and Trademarks, Please r

OFFICE OF PUBLIC RECORDS
2004 MAY -4 AM 9:09

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1. Name of conveying party(ies):
S-4-04
Fifth Avenue Restaurant Acquisition Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 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: April 13, 2004

2. Name and address of receiving party(ies)

Name: Corsair Special Situations Fund, L.P.
Street Address: 747 Third Avenue, 38th Floor
City: New York State: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Delaware
 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 patent number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2,168,073

Additional numbers attached? Yes No

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

Name: Gioia M. Ligos, Esq.
Internal Address: c/o Golenbock Eiseman Assor Bell & Peskoe, LLP
Street Address: 437 Madison Ave., 40th Floor
City: New York State: NY ZIP: 10022-7302

6. Total number of applications and registrations involved:..... **1**

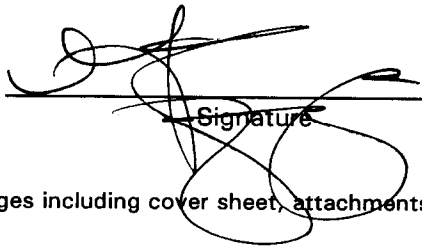
7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be changed to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Signature.

GIOIA M. LIGOS  April 26, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/05/2004 6TOM11 00000028 2168073

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**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgment**"), dated as of April 13, 2004, is made by **MADISON RESTAURANT ACQUISITION CORP.**, a New York corporation and **FIFTH AVENUE RESTAURANT ACQUISITION CORP.**, A New York corporation (the "Grantors") and **CORSAIR SPECIAL SITUATIONS FUND, L.P.**, a Delaware limited partnership (the "Secured Party").

RECITALS:

A. Grantors and Secured Party have entered into a certain Master Loan and Security Agreement of even date herewith (such Master Loan and Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Loan Agreement"), pursuant and subject to the terms and conditions of which Secured Party has agreed to make a loan and other financial accommodations to Grantors.

B. Pursuant to the Loan Agreement, Grantors granted to Secured Party, liens on the Intellectual Property Collateral (as herein defined) to secure the Obligations under the Loan Agreement.

C. One of the conditions to the willingness of Secured Party to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in the New York Commercial Code in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantors, hereby reaffirms its grant to Secured Party of a first priority lien on and security interest in and to all patents, copyrights, trademarks, trade-names, service marks, and all applicable registrations and/or applications therefor, and all other intellectual property, registered or unregistered, owned by Grantors, including, without limitation, the registered intellectual property described on Schedule A hereto (collectively herein referred to as "Intellectual Property Collateral").

3. **Acknowledgment.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Loan Agreement, the terms and conditions of the Loan Agreement shall

govern.

266302.1

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TRADEMARK
REEL: 002962 FRAME: 0736

Schedule ATrademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Tuscan Square	USA	2,168,073
Coco Pazzo	USA	1,926,049

266302.1

RECORDED: 05/06/2004

TRADEMARK
REEL: 002962 FRAME: 0737