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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

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

1. Name of conveying party(ies):
PICCADILLY RESTAURANTS, LLC
PICCADILLY INVESTMENTS, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Limited Liability Companies

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

2. Name and address of receiving party(ies)
Name: Wells Fargo Foothill, Inc., as Agent
Internal Address: Suite 3000W
Street Address: 2450 Colorado Avenue
City: Santa Monica State: CA Zip: 90404

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State California
☐ 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: May 10, 2004

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: Donna J. Hunter, Paralegal
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 600 Peachtree Street, N.E. Suite 2400
City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....$ 465.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
16-0752

2004 JUN -2 AM 7:13
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter
Name of Person Signing

Donna J. Hunter
Signature

6-2-04
Date

Total number of pages including cover sheet, attachments, and document: 14

06/04/2004 DBYRNE 00000038 1006514
01 FC:8521 40.00 OP
02 FC:8522 425.00 OP

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

SCHEDULE 1

TRADEMARKS

Federal Trademark Registrations	Registration No.	Registration Date
MORRISON'S	1,006,514	03/11/1975
	1,383,774	02/18/1986
	1,471,071	12/29/1987
PICCADILLY CAFETERIA	1,578,246	01/16/1990
50 FEET OF HOT, WHOLESOME, HOMESTYLE COOKIN'	2,325,868	03/07/2000
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WHO SAYS YOU CAN'T PLEASE EVERYBODY	2,341,958	04/11/2000
	2,346,337	05/02/2000
	2,351,123	05/23/2000
	2,363,824	07/04/2000
	2,365,850	07/11/2000

Pending Trademark Applications	Application Serial No.	Filing Date
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	78/310,555	10/07/2003
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	78/323,642	11/05/2003
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	78/331,064	11/20/2003
MORRISON'S FRESH COOKING	78/331,067	11/20/2003

State Trademark Registrations	State	Registration No.	Registration Date
PICCADILLY	Louisiana	LA3000031820	April 29, 1992

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made to be effective the 10th day of May, 2004, by each of the parties listed on the signature pages hereof as grantors (each a "Grantor"; and collectively, "Grantors") and Wells Fargo Foothill, Inc., a California corporation, as the arranger and administrative agent for Lender Group (as defined in the Loan Agreement (as defined below)) (in such capacity, together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Piccadilly Restaurants, LLC, a Delaware limited liability company ("Borrower"), Piccadilly Investments, LLC, a Delaware limited liability company ("Parent"), the lenders signatory thereto ("Lenders"), and Agent, Lenders have made the Term Loan to Borrower pursuant to the terms and conditions thereof, and

WHEREAS, it is a condition precedent to the execution and delivery of the Loan Agreement by Lender Group and Borrower that each Grantor shall have executed and delivered to Agent this Agreement in favor of Agent, for the benefit of Lender Group, in order to secure the prompt and complete payment, observance, or performance (as applicable) of (a) the obligations of such Grantors (other than Borrower) arising from that certain Guaranty of even date herewith and each other Loan Document (as defined in the Loan Agreement) to which such Grantors are a party, all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Lender Group in obtaining performance of or collecting payments due under this Agreement and the Guaranty, and (b) all covenants, agreements, liabilities and Obligations of Borrower arising under the Loan Agreement and the other Loan Documents, in each case under clause (a) and (b) of this sentence including, without limitation, any interest, fees and other charges in respect thereof that would accrue but for the filing of an Insolvency Proceeding (as defined in the Loan Agreement) with respect to Borrower or any Grantor, whether such claim is allowed in such Insolvency Proceeding, and whether such obligations now exist or are hereafter incurred, are absolute or contingent, or are matured or unmatured ((a) and (b) (including in each case any renewals or extensions thereof) being hereinafter collectively, referred to as the "Secured Obligations");

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the respective meanings ascribed those terms in the Loan Agreement.

Grantors hereby grant to Agent, for the benefit of Lender Group, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, except Permitted Liens, with power of sale to the extent permitted by applicable law, all of Grantors' now owned or existing and hereafter acquired or arising: (a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, all of which, but only to the extent the foregoing are owned directly by Grantors, and specifically excluding similar rights licensed to, or otherwise permitted to be used by, any Grantor, are listed on Schedule 1 attached hereto and made a part hereof, and (i) all reissues, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, (v) all trademark licenses and other agreements providing each Grantor with the right to use any of the foregoing, and (vi) all of Grantors' rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, together with the items described in clauses (i)-(vi) in this paragraph 2(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); (b) the goodwill of each Grantor's business connected with and symbolized by the Trademarks; and (c) rights under or interest in any trademark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 2, the grant of a security interest in the Trademarks and the Licenses shall not include any rights of Grantors under any permit, contract (other than a lease) entered into prior to the Closing Date, lease or license if and solely to the extent that the granting of a security interest therein would cause a default or breach of such permits, contracts, leases or licenses (other than to the extent such term is rendered ineffective under the Code or is prohibited by law), provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 2 shall be deemed to apply thereto automatically; and provided, further, however, that such Grantor shall fully disclose to Agent all such prohibitions contained in the Licenses (other than software licenses, if and solely to the extent that the granting of a security interest therein would cause a default or breach of such licenses (other than to the extent such term is rendered ineffective under the Code or is prohibited by law)) listed on Schedule 2 and shall promptly notify Agent upon the termination of such prohibitions.

3. Restrictions on Future Agreements Each Grantor agrees that it will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, that is inconsistent with this Agreement, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by

others subject to its control, including, without limitation, licensees, or fail to take any action, that would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks or the Licenses.

4. New Trademarks and Licenses. Each Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule 1 are all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned directly by Grantors, without considering similar rights licensed to or otherwise permitted to be used by such Grantor, (b) the Licenses listed on Schedule 2 include all of the license agreements under which Borrower is the licensee or licensor (other than software licenses, if and solely to the extent that the granting of a security interest therein would cause a default or breach of such licenses (other than to the extent such term is rendered ineffective under the Code or is prohibited by law)), and (c) the Trademarks and the Licenses have not been adjudged invalid or unenforceable, each Grantor is the legal and beneficial owner of the applicable Trademarks and Licenses free and clear of all Liens, claims or security interests other than the Lien of Agent and Permitted Liens, except as otherwise described on Schedule 1 or Schedule 2. If, prior to the termination of this Agreement, each Grantor shall (a) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (b) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor(other than software licenses, if and solely to the extent that the granting of a security interest therein would cause a default or breach of such licenses (other than to the extent such term is rendered ineffective under the Code or is prohibited by law)), or (c) enter into any new license agreement (other than software licenses, if and solely to the extent that the granting of a security interest therein would cause a default or breach of such licenses (other than to the extent such term is rendered ineffective under the Code or is prohibited by law)), the provisions of paragraph 2 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Grantors shall give to Agent prompt written notice of events described in clauses (a) and (b) of the preceding sentence promptly after the occurrence thereof. Each Grantor hereby authorizes Agent to modify this Agreement unilaterally (x) by amending Schedule 1 to include any future trademarks, service marks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications or registrations or domain names that are or may become Trademarks hereunder; (y) by amending Schedule 2 to include any future license agreements that are Licenses under paragraph 2 above or under this paragraph 4; and (z) by filing such modifications (or notice thereof) in the United States Patent and Trademark Office or with other applicable recording or filing office within the United States or any state thereof at the expense of Grantors as Agent shall determine in its Permitted Discretion. Each Grantor agrees to execute any and all instruments (including individual security agreements) necessary to confirm such amendment or to enable such recording.

5. Duties of Grantors. Each Grantor shall have the duty, to the extent desirable in the normal conduct of its business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter

until the termination of this Agreement, and (b) to take all action necessary to maintain in force any registration of the Trademarks in the United States Patent and Trademark Office and in any other jurisdiction within the United States or any state thereof in which it is registered, including (without limitation) any filing, to the extent permitted and authorized by law, any declarations under Sections 8 and 15 of the Trademark Act of 1946 (Lanham Act) and any renewals thereunder, with respect to the Trademarks and to maintain and preserve such Grantor's rights in the Licenses. Each Grantor further agrees with respect to any of the Trademarks and Licenses material to the business of such Grantor (i) not to abandon such Trademark or Licenses without the prior written consent of Agent, and (ii) to maintain in full force and effect such Trademarks and Licenses. Any expense with regard to the foregoing shall be borne and paid by Grantors.

6. Royalties. Each Grantor hereby agrees that the use by Agent of the Trademarks and the Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under Section 9 of this Agreement or pursuant to any Loan Document shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

7. Right to Inspect; Further Assignments and Security Interest. Agent may, from time to time hereafter have access to, examine, audit, make copies (at Grantors' expense) and extracts from and, so long as no Default or Event of Default has occurred and is continuing, upon reasonable notice and during normal business hours, inspect Grantors' premises and examine each Grantor's books, records and operations relating to the Trademarks and the Licenses. Each Grantor agrees (a) not to sell or assign their respective interests in, or grant any license under, the Trademarks without the prior and express written consent of Agent, and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of Agent.

8. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent, on behalf of Lender Group, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Agent shall commence any such suit, Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantors shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 8 (including, without limitation, the reasonable fees and expenses of attorneys for Agent).

9. Power of Attorney; Cumulative Remedies.

(a) Each Grantor hereby irrevocably designates, constitutes and appoints Agent, on behalf of Lender Group (and all officers and agents of Agent designated by Agent in its sole and absolute discretion), as such Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in such Grantor's or Agent's name, to take any action and execute any instrument necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or the Licenses to anyone, and (iv) take any other actions with respect to

the Trademarks or the Licenses as Agent deems in its best interest provided that the foregoing appointment of Agent as such Grantor's attorney-in-fact and authorizations shall only effective upon the occurrence of during the continuation of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof while such power of attorney is in effect. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code as in effect in the State of California with respect to the Trademarks or the Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks or the Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

10. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and the Licenses and shall terminate only when the Secured Obligations have been paid in full and the Loan Agreement has been terminated. Upon the satisfaction of the Secured Obligations and the termination of the credit facility under the Loan Agreement, Agent shall execute and deliver to Grantors all instruments as may be necessary or proper to remove and terminate the security interest, and to reassign to Grantors any and all right, title and interest in the Trademarks and the Licenses and the goodwill of the business symbolized by the Trademarks and the Licenses, subject to any disposition thereof that may have been made by Agent pursuant hereto.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification; Waivers. This Agreement is subject to modification only by a writing signed by each Grantor and Agent. Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to such Grantor specifying such suspension or waiver.

13. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent, for the benefit of Lender Group and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver or a trustee of such Grantor; provided, however, that such Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

14. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original, executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original, executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. Notices. All notices and other communications hereunder to Agent shall be in writing and shall be mailed, sent, or delivered in accordance with Section 12 of the Loan Agreement. All notices and other communications hereunder to any Grantor shall be in writing and shall be mailed, sent, or delivered in care of Borrower in accordance with Section 12 of the Loan Agreement.

16. Governing Law. This Agreement shall be construed according to the internal laws of the State of California, without regard to the conflict of laws principles thereof.

17. Subordination and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Subordination and Intercreditor Agreement. In the event of any conflict between the terms of the Subordination and Intercreditor Agreement and this Agreement, the terms of the Subordination and Intercreditor Agreement shall govern and control. In addition, to the extent any obligation of Grantors hereunder, including, without limitation, any obligation to grant sole control or deliver property to Agent or any other Person, conflicts with the obligations or requirements under a substantially similar provision of any First Lien Loan Document, Grantors shall not be deemed to be in violation of this Agreement as a result of their performance of the obligations or requirements of such First Lien Loan Document.

TRADEMARK
REEL: 002982 FRAME: 0323

IN WITNESS WHEREOF, Agent and Grantors have caused this Agreement to be duly executed as of the day and year first above written.

GRANTORS:

NOTARY PUBLIC
Sworn to and subscribed before me
this 6th day of May, 2004.
My Commission Expires 05/29/07

CHRISTINA SHIBATA
Commission # 1415976
Notary Public - California
Los Angeles County
My Comm. Expires May 29, 2007

PICCADILLY RESTAURANTS, LLC,
a Delaware limited liability company

By: Piccadilly Investments, LLC, a Delaware limited liability company, its Managing Member

By: _____
Name: Robert P. Bermingham
Title: Vice President and Assistant Secretary

NOTARY PUBLIC
Sworn to and subscribed before me
this 6th day of May, 2004.
My Commission Expires 05/29/07

PICCADILLY INVESTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Robert P. Bermingham
Title: Vice President and Assistant Secretary

AGENT:

NOTARY PUBLIC

_____
Sworn to and subscribed before me
this ___ day of May, 2004.
My Commission Expires_____

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: Katy J. Brooks
Title: Vice President

IN WITNESS WHEREOF, Agent and Grantors have caused this Agreement to be duly executed as of the day and year first above written.

GRANTORS:

PICCADILLY RESTAURANTS, LLC,
a Delaware limited liability company

NOTARY PUBLIC

_____
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this ___ day of May, 2004.
My Commission Expires_____

By: Piccadilly Investments, LLC, a Delaware limited liability company, its Managing Member

By: _____
Name: Robert P. Bermingham
Title: Vice President and Assistant Secretary

PICCADILLY INVESTMENTS, LLC,
a Delaware limited liability company

NOTARY PUBLIC

_____
Sworn to and subscribed before me
this ___ day of May, 2004.
My Commission Expires_____

By: _____
Name: Robert P. Bermingham
Title: Vice President and Assistant Secretary

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

NOTARY PUBLIC

_____
Sworn to and subscribed before me
this 5th day of May, 2004.
My Commission Expires 1-20-05

By: _____
Name: Katy J. Brooks
Title: Vice President

K. MELISSA CHAVEZ
Comm. # 1291360
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Jan. 20, 2005

SCHEDULE 1

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State Trademark Registrations	State	Registration No.	Registration Date
PICCADILLY	Louisiana	LA3000031820	April 29, 1992

SCHEDULE 2

LICENSES

None.