

4/1/04

04-16-2004

Docket No.: 34961



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

U.S. Department of Commerce Patent and Trademark Office

102723001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies): Kitchen Investment Group, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation - State: Wisconsin [] Other: Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): Oak Bank 5951 McKee Road Fitchburg, WI 53719 [] Individual(s) - citizenship: [] Association [] General Partnership [] Limited Partnership [X] Corporation - State: Wisconsin [] Other: APR 1 2004

3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: 03/29/04

If assignee is not domiciled in the United States, a domestic representative designation is attached. [] Yes [] No (Designation must be a separate document from Assignment) Additional name(s) and address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s): See attached sheets B. Trademark Registration No.(s): See attached sheets Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Nicholas J. Loniello 900 John Nolen Drive, Suite 130 Madison, WI 53713 04/15/2004 MGETACHE 00000090 0658035 01 FC:8521 40.00 OP 02 FC:8522 650.00 OP

6. Total number of applications and registrations involved: 27 7. Total fee (37 CFR 3.41): \$ 1,080 [X] Enclosed [] PTO-2038 attached authorizing charge [] Authorized to charge to deposit account 8. Deposit account number: 18-2055 (Attach duplicate copy of this page if paying by deposit account)

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. Nicholas J. Loniello Name of Person Signing [Signature] Signature 3/29/04 Date

Refund Ref: 04/15/2004 MGETACHE 0000135682 Total number of pages including cover sheet: 3

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TRADEMARK REEL: 002983 FRAME: 0719

| Mark | Serial No. | Registration No. |
|---|------------|------------------|
| Fiesta Skillet (Canada) | 658,035 | 411,332 |
| Fiesta Skillet | 74/027,454 | 1,650,247 |
| Mr. Chippy | 75/547,097 | 2,259,649 |
| Old Fashioned Calico Bean Soup (Canada) | 583,407 | 360,376 |
| Old-Fashioned Calico Bean Soup | 74/471,929 | 1,878,755 |
| Old Fashioned Calico Bean Soup | 639,184 | 1,504,425 |
| Skillet Breakfast (Canada) | 581,704 | 361,476 |
| Skillet Breakfasts | 643,028 | 1,516,076 |
| Skillet Breakfasts | 74/491,124 | 1,875,412 |
| Skillet Scramble | 643,419 | 1,487,002 |
| Skillet Scramble (Canada) | 581,705 | 366,394 |
| Southern Skillet (Canada) | 581,703 | 361,475 |
| The Country's Best Comes From The Kitchen (Canada) | 764,104 | 469,578 |
| The Farm Skillet (Canada) | 583,406 | 355,375 |
| The Farm Skillet | 640,547 | 1,469,899 |

| Mark | Serial No. | Registration No. |
|---|-------------|------------------|
| "Building Design" | 489,322 | 294,507 |
| Are You Ready For A Real Meal? | 76/028,716 | 2,531,484 |
| Barn Buster | 75/547,054 | 2,263,265 |
| C.K. Bear | 74/728,589 | 2,076,826 |
| C.K. Bear (Canada) | 796,333 | 796,333 |
| C.K. Junction for Kids! (Canada) | 781,890 | 464,352 |
| C.K. Junction for Kids! | 74/601,873 | 1,935,437 |
| Country Boy | 105,984 | 742,443 |
| Country Boy | 97,986 | 1,091,509 |
| Country Choice | 76/028,715 | 2,557,940 |
| Country Flatbread Burger | 75/547,055 | 2,285,308 |
| Country Gal (Canada) | 632,168 | 374,868 |
| Country Kitchen (Canada) | 301,798 | 152,917 |
| Country Kitchen | 222,491 | 1,146,646 |
| Country Kitchen (State of WI) | --- | --- |
| Country Kitchen (Brazil) | 819,303,968 | |
| Country Kitchen | 73/096,964 | 1,061,887 |
| Country Kitchen & design | 75/445,482 | 2,286,628 |
| Country Kitchen & design | 234,884 | 820,477 |
| Country Kitchen & design | 76/508,879 | 2,819,434 |
| Country Kitchen (sign design) (Canada) | 669,917 | 424,497 |
| Country Kitchen Restaurant & design | 76/508,878 | |
| Country Pub | 74/074,214 | 1,680,877 |
| Country Stuffers (Canada) | 618,103 | 372,335 |
| Diamond Design | 76/303,920 | 2,685,634 |
| Double-Up Skillet (Canada) | 583,408 | 357,624 |
| Double-Up Skillet | 73/640,934 | 1,487,000 |
| Fanciful Figure of a Boy | 72/382,338 | TRADEMARK |

**COLLATERAL ASSIGNMENT OF REGISTERED TRADEMARKS,
SERVICE MARKS AND COPYRIGHTS**

FOR VALUE RECEIVED, the receipt and sufficiency which is hereby acknowledged, the undersigned Kitchen Investment Group, Inc., a Wisconsin Corporation ("Assignor"), hereby transfers and assigns to Oak Bank, a Wisconsin Banking corporation ("Lender"), for security purposes, all of Assignor's right, title and interest in and to the trademarks, service marks and copyrights described on Exhibit A attached hereto and made a part hereof (hereafter collectively referred to as the "Marks") as the same now exist or as may be hereafter applied for or registered, together with all the goodwill of the business known as Kitchen Investment Group, Inc., a Wisconsin corporation, and commonly known as "KIG" or the franchise business commonly known as "Country Kitchen Restaurants."

The undersigned authorizes Lender to exercise any and every right, benefit or option under the Marks and above mentioned goodwill (together, the "Collateral") as the undersigned could exercise if the undersigned was acting on its own behalf. This includes, without limitation by reason of specification, the right and power to sell or license any or all of the Marks and the right and power to collect and receive any and all cash or property under any of the Assignor's contracts for the sale or license of said Marks, plus any and every other right or remedy available to Lender under the Wisconsin Uniform Commercial Code.

This Assignment is given as additional collateral and security for the payment of two notes made and delivered by the Assignor to Lender in the aggregate amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00), one being a Term Note in the amount of \$2.0 million and the other a Revolving Credit Agreement in the amount of \$4.5 million, both under even date herewith, and any and all other documents or instruments executed or delivered in connection therewith, and all renewals, extensions, modifications, substitutions and replacements (together, the "Loan Documents"). Any default by Assignor under the terms of said Loan Documents shall be deemed, at the option of Lender, to be a breach of the terms of this Assignment.

The undersigned hereby warrants and represents that there are no Assignments of the Collateral prior or superior to this Assignment except: (a) a prior Assignment to Johnson Bank to secure and indebtedness to be paid in full out of the proceeds of the loan evidenced by the Loan Documents; and (b) license and other use agreements incident to various Franchise Agreements by and between Assignor as Franchisor and various franchisees.

In the event of a default, and the expiration of any applicable cure period under the Loan Documents, Lender shall have the right to collect and receive any and all license fees, royalties or other user charges in connection with any of the Marks, and Lender shall have the further right and power to further license the use of such Marks, and also the right and power to sell or otherwise dispose of any one or more of the Marks. Any such sale or disposition shall be in accordance with Chapter 409 of the Wisconsin Uniform Commercial Code. A minimum ten (10) day written notice of Lender's intention to consummate any public or private sale shall be deemed a reasonable notice of sale.

It is the intention hereby to establish an absolute present Assignment of the Collateral. The undersigned hereby irrevocably appoints Lender its true and lawful attorney (with or without taking possession of the Collateral) to act under such Collateral upon such terms and conditions in Lender's discretion as Lender may determine, with the same rights, powers and benefits as the undersigned would have under such Collateral.

Although it is the intention of the parties that this Assignment shall be a present Assignment, Lender shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur under the Loan Documents, and the same shall remain uncured following the expiration of any cure period set forth therein.

Lender shall not be obligated to perform or discharge any obligation, duty or liability under any Collateral and the undersigned hereby agrees to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Collateral under or by reason of this Assignment excepting for such liability, loss or damage arising directly from Lender's gross negligence or wilful misconduct.

This Assignment shall be construed in accordance with the laws of the State of Wisconsin. This Assignment shall inure to the benefit of Lender and its successors and assigns and shall bind the undersigned and its successors and assigns. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Assignor has caused its authorized officer to execute this Assignment, intending to be bound thereby.

[SIGNATURE PAGE FOLLOWS]

