

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starr Restaurant Organization, LP		12/08/2004	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Allan Domb
Street Address:	1608 Walnut Street
Internal Address:	Suite 1303
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2701029	ALMA DE CUBA
Registration Number:	2718427	POD
Serial Number:	76164810	LANDSCAPE
Serial Number:	76235906	CONTINENTAL
Serial Number:	76565987	LOVE BURGER

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2159814194
 Email: kennedyp@pepperlaw.com
 Correspondent Name: Paul J. Kennedy
 Address Line 1: 18th and Arch Streets
 Address Line 2: 3000 Two Logan Square
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

OP \$140.00 2701029

NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	01/12/2005
Total Attachments: 6 source=ADSA-1#page1.tif source=ADSA-2#page1.tif source=ADSA-3#page1.tif source=ADSA-4#page1.tif source=ADSA-5#page1.tif source=ADSA-6#page1.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of this 8th day of December, 2004, by and between Starr Restaurant Organization, LP, a Pennsylvania limited partnership (the "Debtor") and Allan Domb, a resident of the Commonwealth of Pennsylvania (the "Lender").

WHEREAS, the Debtor (among others) entered into a Senior Subordinated Secured Note dated of even date herewith (as amended and in effect from time to time, the "Note"), in the original principal amount of Six Million Dollars (\$6,000,000) in favor of the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans to the Debtor and others; and

WHEREAS, the parties hereto have executed and delivered that certain Investment Agreement, dated of even date herewith (as amended and in effect from time to time, the "Investment Agreement"), by and between Lender, Starr Restaurant Organization, LP, and its subsidiaries party thereto (including the Debtor); and

WHEREAS, the Debtor now owns or has rights in or may hereafter acquire or have rights in "Trademarks" (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired by Debtor, all registrations thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to the terms of the Security Agreement, dated on or about the date hereof by and among Debtor (among others) and Lender (as it may be amended, restated or modified from time to time, the "Security Agreement"), the Debtor has granted to the Lender a security interest in all right, title and interest of the Debtor in and to all of its personal property whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Debtor in, to and under all Trademarks whether now owned, presently existing or hereafter arising, acquired or created, and all proceeds thereof, to secure the payment and performance of the "Obligations" (as defined in the Investment Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does, as security for the Obligations, hereby grant to the Lender a continuing security interest in all of the Debtor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto; and

(ii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any Debtor against third parties for the past, present or future infringement or dilution of any Trademark or for injury to the goodwill associated with any Trademark.

The term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) with respect thereto has been filed with, and accepted by, the United States Patent and Trademark Office.

The Debtor agrees to deliver updated copies of Schedule A to the Lender at the end of any fiscal quarter in which the Debtor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto, and to execute and deliver to the Lender a supplemental Trademark Security Agreement in form and substance reasonably satisfactory to the Lender, modified to reflect such subsequent acquisitions and registrations, and to file such supplemental Trademark Security Agreement with the United States Patent and Trademark Office. The Debtor further agrees, upon the reasonable request of the Lender and at the Lender's option, to take any and all other actions as the Lender may determine to be necessary or useful for the attachment and perfection of, and the ability of the Lender to enforce, the Lender's security interest in any and all of the Trademark Collateral.

Upon the occurrence and during the continuance of an Event of Default (as defined in the Note), the Debtors agree that if any person, firm, corporation or other entity shall do or perform any acts which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right of the Debtor or the Lender therein or if any person, firm, corporation or other entity shall do or perform any acts which the Lender believes constitute an unauthorized or unlawful use thereof, then the Lender may and shall have the right to take such steps and institute such suits or proceedings as the Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, in each case at the Debtor's expense. The Lender may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly in accordance with the terms of Section 12 of the Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. Upon the termination of the Security Agreement, the Lender shall execute and deliver to the Debtor at the Debtor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject to the provisions of this Trademark Security Agreement, the Security Agreement, the Note and the Investment Agreement, the Debtor may use, license and exploit the Trademark Collateral in any lawful manner not otherwise prohibited hereunder, under the Security Agreement, the Note or Investment Agreement.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA WITHOUT REFERENCE TO ANY CONFLICT OF LAWS PRINCIPLES.

This Trademark Security Agreement and the security interest created hereby shall terminate upon the termination of the Security Agreement and all rights to the Trademark Collateral shall

revert to the Debtor. Upon such termination, the Lender shall at the Debtor's expense (a) deliver to the Debtor all Trademark Collateral in the Lender's possession or control and all instruments of assignment executed in connection therewith, free and clear of the liens hereof and (b) take such other actions and execute and deliver such other documents and instruments, as may be reasonably requested by the Debtor, in order to evidence the termination of this Trademark Security Agreement and to release any lien or security interest in any Trademark Collateral securing the Obligations.

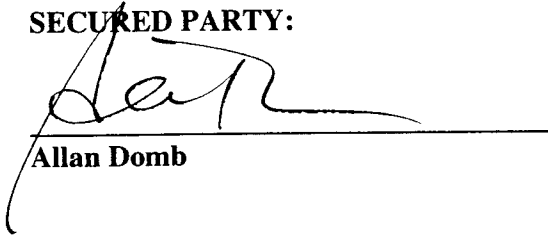
This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.

In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement will govern.

[Signature Pages Follow]

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

SECURED PARTY:



A handwritten signature in black ink, appearing to read "Allan Domb", is written over a solid horizontal line. The signature is cursive and extends slightly above and below the line.

Allan Domb

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 003007 FRAME: 0444**

DEBTOR:

STARR RESTAURANT ORGANIZATION, LP

By: Starr Restaurant Organization GP, LLC,
its general partner

By: _____
Name: Stephen Starr
Title: *MANAGER*

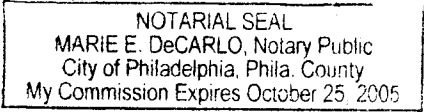
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the 8th day of December, 2004, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Stephen Starr, who acknowledged himself to be the *MANAGER* of Starr Restaurant Organization GP, LLC, the general partner of Starr Restaurant Organization, LP, and that he, as such officer, being authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained on behalf of the limited partnership by himself as such officer, and desired that this Trademark Security Agreement be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Marie E. DeCarlo
Notary Public

My Commission Expires:



[Signature page to Trademark Security Agreement]

SCHEDULE A
TRADEMARKS
REGISTERED TRADEMARKS AND APPLICATIONS

Trademarks:

<u>Debtor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Starr Restaurant Organization, LP	ALMA DE CUBA	2701029	3/25/2003
	POD	2718427	5/27/2003

Trademark Applications:

<u>Debtor</u>	<u>Trademark Application</u>	<u>Application No.</u>
Starr Restaurant Organization, LP	LANDSCAPE	76164810 (Abandoned)
Starr Restaurant Organization, LP	CONTINENTAL	76235906 (Abandoned)
Starr Restaurant Organization, LP	LOVE BURGER	76565987