

Form PTO-1594
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
S.B. Restaurant Co.

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

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

2. Name and address of receiving party(ies)

Name: Allied Capital Corporation
Internal
Address: _____

Street Address: 401 North Michigan Ave., Suite 3310
City: Chicago State: IL Zip: 60611

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Maryland
 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: January 19, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/489,648

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2,415,692
1,429,365
1,424,352
1,417,002
1,439,409

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

Name: Stephanie Lamberson, Paralegal

Internal Address:
Robinson, Bradshaw & Hinson, P.A.

Street Address: 101 N. Tryon Street, Suite 1900

City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00


Enclosed
 Authorized to be charged to deposit account (shortage only)
See attached visa authorization

8. Deposit account number:

(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 a true copy of the original document.

Stephanie Lamberson, Paralegal  January 20, 2005

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments

OP \$165.00 75489648

**ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN TRADEMARKS**

WHEREAS, S.B. RESTAURANT CO., a California corporation (the "Pledgor"), is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), dated as of December 22, 2004, in which the Pledgor has agreed with Allied Capital Corporation, as Collateral Agent (the "Collateral Agent"), with offices at 401 N. Michigan Avenue, Suite 3310, Chicago, Illinois 60611, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Assignment has been given in conjunction with the assignment and security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

S.B. RESTAURANT CO.




By: _____


CHRIS N. MCFARLAND

Title: _____

CEO

SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
S.B. Restaurant Co.	ELEPHANT BAR RESTAURANT A DINING ADVENTURE	2,415,892	United States	Dec. 26, 2000
S.B. Restaurant Co.		1,423,365	United States	Dec. 30, 1986
S.B. Restaurant Co.	(design only) 	1,424,352	United States	Jan. 6, 1987 ¹
S.B. Restaurant Co.	(design only) THE ELEPHANT BAR & RESTAURANT	1,417,002	United States	Nov. 11, 1986
S.B. Restaurant Co.	ELEPHANT BAR	1,439,409	United States	May 12, 1987
S.B. Restaurant Co.	 (design only)	75/489,648	United States	May 22, 1998