

4/6/5

04-13-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office



REC  
TI 102978828

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fired Up, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 28, 2005

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Administrative Agent

Internal Address: GA1-006-13-20 13th Floor

Street Address: 600 Peachtree Street, NE

City: Atlanta

State: Georgia

Country: USA Zip: 30308

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Association

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Gretchen von Dwingelo

Internal Address: Morris, Manning & Martin, LLP

Street Address: 1600 Atlanta Financial Center  
3343 Peachtree Street, N.E.

City: Atlanta

State: Georgia Zip: 30326-1044

Phone Number: (404) 233-7000

Fax Number: (404) 365-9532

Email Address: gev@mmmlaw.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

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OPR/FINANCE

9. Signature:

Signature  
Janelle B. Julian

Date

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/12/2005 ECOOPER 00000104 78398341

01 FC:8521  
02 FC:8522

40.00 OP  
275.00 OP

Refund Ref: 04/12/2005 ECOOPER 0000143787

CHECK Refund Total: \$50.00

TRADEMARK  
REEL: 003151 FRAME: 0139

**Recordation Form Cover Sheet**

**Item 1 Continuation**

KONA RESTAURANT GROUP, INC., a Delaware corporation  
CARINO'S ITALIAN KITCHEN, INC., a Delaware corporation  
SIK TEXAS LICENSE CORP., a Texas corporation  
SIK TEXAS LICENSE CORP., a Kansas corporation

**Recordation Form Cover Sheet****Item 4 Continuations****Item 4A Continuation****Trademark Applications**

<b>Debtor</b>	<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>App Date</b>
Kona Restaurant Group, Inc.	USA	Johnny Carino's	78-398341	4/8/04
Kona Restaurant Group, Inc.	USA	Johnny Carino's	78-398347	4/8/04
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian	78-420872	5/18/04
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian	78-421066	5/18/04

**Item 4B Continuation****Trademark Registrations**

<b>Debtor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Reg Date</b>
Fired Up, Inc.	USA	Fired Up, Inc.	R2759326	9/2/03
Kona Restaurant Group, Inc.	USA	Skilletini	R2282902	10/5/99
Kona Restaurant Group, Inc.	USA	Carino's Italian Kitchen	R2234617	3/23/99
Kona Restaurant Group, Inc.	USA	Carino's Italian Kitchen	R2251642	6/8/99
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian Kitchen	R2093528	5/27/03
Kona Restaurant Group, Inc.	USA	Johnny Carino's Country Italian Kitchen	R2404597	11/14/00
Kona Restaurant Group, Inc.	USA	Johnny Carino's Country Italian Kitchen	R2402504	11/7/00
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian Kitchen	R2020712	8/21/02

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28<sup>th</sup> day of March, 2005, among the Debtors listed on the signature pages hereof (the "Debtors"), and BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of dated as of March 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Fired Up, Inc., as borrower (the "Borrower"), the Lenders (as defined in the Credit Agreement), and the Administrative Agent, the Administrative Agent and the Lenders are willing to make the Commitments (as defined in the Credit Agreement) available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the Loans and to incur LC Exposures as provided for in the Credit Agreement, but only upon the condition, among others, that the Debtors shall have executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Security Agreement dated as of March 28, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Debtor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Debtor's Trademarks and Trademark Intellectual Property Licenses to which it is a party as licensor including those registered Trademarks and Trademark applications referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

#1251574 v2 - New Facility-Trademark Sec A

**TRADEMARK**  
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(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed by any Debtor as licensor under any Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed by any Debtor as licensor under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Debtors shall give prompt notice in writing to the Administrative Agent with respect to any new trademark registrations or applications or renewal or extension of any trademark registration, after the date hereof. Without limiting the Debtors' obligations under this Section 4, the Debtors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark registrations or applications of such Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me this 28 day of March, 2005 FIRED UP, INC., a Texas corporation

NOTARY PUBLIC

My Commission Expires 8/20/08  
GILLIAN F SMITH  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 08-20-2008

By: [Signature]  
Name: Norman J Abdallah  
Title: Chief Executive Officer

Sworn to and subscribed before me this 28 day of March, 2005 KONA RESTAURANT GROUP, INC., a Delaware corporation

NOTARY PUBLIC

My Commission Expires 8/20/08  
GILLIAN F SMITH  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 08-20-2008

By: [Signature]  
Name: Norman J. Abdallah  
Title: Chief Executive Officer

Sworn to and subscribed before me this 28 day of March, 2005 CARINO'S ITALIAN KITCHEN, INC., a Delaware corporation

NOTARY PUBLIC

My Commission Expires 8/20/08  
GILLIAN F SMITH  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 08-20-2008

By: [Signature]  
Name: Norman J. Abdallah  
Title: Chief Executive Officer

Sworn to and subscribed before me this 28 day of March, 2005 SIK TEXAS LICENSE CORP., a Texas corporation

NOTARY PUBLIC

My Commission Expires 8/20/08  
GILLIAN F SMITH  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 08-20-2008

By: [Signature]  
Name: Norman J. Abdallah  
Title: Chief Executive Officer

Sworn to and subscribed before me this 28 day of March, 2005 SIK TEXAS LICENSE CORP., a Kansas corporation

NOTARY PUBLIC

My Commission Expires 8/20/08  
GILLIAN F SMITH  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 08-20-2008

By: [Signature]  
Name: Norman J. Abdallah  
Title: Chief Executive Officer

#1251574 v2 - New Facility-Trademark Sec A

**ACCEPTED AND ACKNOWLEDGED  
BY:**

Sworn to and subscribed before me  
this 1 day of April, 2005

BANK OF AMERICA, N.A., as the  
Administrative Agent

NOTARY PUBLIC

Abel Chewer

By: Bobby Ryan Oliver, Jr.

Name: Bobby Ryan Oliver, Jr.

Title: Vice President

My Commission Expires:

Notary Public, DeKalb County, Georgia

~~My Commission Expires July 11, 2007~~

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Debtor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Fired Up, Inc.	USA	Fired Up, Inc.	R2759326	9/2/03
Kona Restaurant Group, Inc.	USA	Skilletini	R2282902	10/5/99
Kona Restaurant Group, Inc.	USA	Carino's Italian Kitchen	R2234617	3/23/99
Kona Restaurant Group, Inc.	USA	Carino's Italian Kitchen	R2251642	6/8/99
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian Kitchen	R2093528	5/27/03
Kona Restaurant Group, Inc.	USA	Johnny Carino's Country Italian Kitchen	R2404597	11/14/00
Kona Restaurant Group, Inc.	USA	Johnny Carino's Country Italian Kitchen	R2402504	11/7/00
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian Kitchen	R2020712	8/21/02
Kona Restaurant Group, Inc.	USA	Johnny Carino's	78-398341	4/8/04
Kona Restaurant Group, Inc.	USA	Johnny Carino's	78-398347	4/8/04
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian	78-420872	5/18/04
Kona Restaurant Group, Inc.	USA	Johnny Carino's Italian	78-421066	5/18/04



**LIST OF TRADE NAMES**

Johnny Carino's Country Italian  
Johnny Carino's Italian Kitchen  
Johnny Carino's Italian  
Johnny Carino's  
Carino's Italian Kitchen

**Trademark Intellectual Property Licenses under which any Debtor is the Licensor**

Every Development Agreement and Franchise Agreement between Kona Restaurant Group, Inc., as Franchisor and the respective developers/franchisees thereunder.