

10-04-2005



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

9-30-05

1. Name of conveying party(ies):

Sizzler USA Franchise, Inc.

- Individual(s)
- General Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 9/22/05

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Westpac Banking Corporation

Internal _____

Address: _____

Street Address: 575 Fifth Avenue, 39th Floor

City: New York

State: NY

Country: USA Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Australia
- Other _____ Citizenship _____

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 Schedule I

B. Trademark Registration No.(s)
See Attached Schedule I

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: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____ DP
Expiration Date _____

b. Deposit Account Number _____ 120.00

Authorized User Name _____ 903609

9. Signature:

Kristin Brozovic
Signature

9/27/05

Date

Kristin Brozovic





Name of Person Signing



Total number of pages including cover sheet, attachments, and this form: 11

Documents 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 22311-1450




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Sizzler USA Franchise, Inc.	903,609	Design Only 
Sizzler USA Franchise, Inc.	1,646,447	BUFFET COURT & GRILL & Design 
Sizzler USA Franchise, Inc.	1,261,054	MALIBU CHICKEN
Sizzler USA Franchise, Inc.	1,462,078	SIZZLER
Sizzler USA Franchise, Inc.	1,384,530	SIZZLER
Sizzler USA Franchise, Inc.	882,633	SIZZLER
Sizzler USA Franchise, Inc.	888,458	SIZZLER
Sizzler USA Franchise, Inc.	1,795,193	SIZZLER
Sizzler USA Franchise, Inc.	976,493	SIZZLER FAMILY STEAK HOUSE
Sizzler USA Franchise, Inc.	986,616	RUSTLER & Design 
Sizzler USA Franchise, Inc.	849,955	THE RUSTLER
Sizzler USA Franchise, Inc.	2,294,706	SIZZLER & Design 
Sizzler USA Franchise, Inc.	2,610,011	SIZZLER EXPRESS

OWNER	REGISTRATION NUMBER	TRADEMARK
Sizzler USA Franchise, Inc.	2,862,488	SIZZLER UNITED STEAK LOVERS OF AMERICA & Design 
Sizzler USA Franchise, Inc.	2,800,694	Design Only 
Sizzler USA Franchise, Inc.	2,239,788	THE SMART NEW CHOICE FOR STEAK LOVERS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Sizzler USA Franchise, Inc.	78/276,261	SIZZLER & Design 
Sizzler USA Franchise, Inc.	78/270,373	SIZZLER UNITED STEAK LOVERS OF AMERICA & Design 
Sizzler USA Franchise, Inc.	78/220,383	SS & Design 

OWNER	APPLICATION NUMBER	TRADEMARK
Sizzler USA Franchise, Inc.	78/276,263	SS & Design 

Trademark Security Agreement

Trademark Security Agreement, dated as of September 22, 2005 by SIZZLER USA FRANCHISE, INC. (a "Pledgor"), in favor of WESTPAC BANKING CORPORATION, in its capacity as Security Trustee pursuant to the Security Trust Deed (in such capacity, the "Security Trustee").

WITNESSETH:

WHEREAS, the Pledgor is party to a US Security Agreement of even date herewith (the "US Security Agreement") in favor of the Security Trustee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Trustee, for the benefit of the Secured Parties, to enter into the Senior Facilities Agreement and the Mezzanine Facility Agreement, the Pledgor hereby agrees with the Security Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the US Security Agreement and used herein have the meaning given to them in the US Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Security Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. US Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the US Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall control unless the Security Trustee shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the US Security Agreement, the Security Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Regarding Security Trustee. Section 11.1 of the US Security Agreement applies to this Trademark Security Agreement and is hereby incorporated by reference in this Trademark Security Agreement as if set out in full in this Trademark Security Agreement (*mutatis mutandis*).

[signature page follows]

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

Very truly yours,

SIZZLER USA FRANCHISE, INC.

By: _____


Name: KEVIN PERKINS

Title: ASSISTANT SECRETARY

SIGNATURE PAGE TO THE
TRADEMARK SECURITY AGREEMENT


Accepted and Agreed:

SECURITY TRUSTEE:

Signed for
Westpac Banking Corporation
by its attorney in
the presence of:


Witness

GREGORY CAAN
Name (please print)






Attorney



Angus Macpherson,
Name (please print) *Two Three Attorney,*

SIGNATURE PAGE TO THE
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CH789588.2

RECORDED: 09/30/2005

TRADEMARK
REEL: 003171 FRAME: 0514