

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		12/06/2005	LIMITED PARTNERSHIP: PENNSYLVANIA
SUR ORGANIZATION, LLC		12/06/2005	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	123 South Broad Street
Internal Address:	PA1222, 15th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19109
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2701029	ALMA DE CUBA
Registration Number:	2718427	POD
Serial Number:	76565987	LOVE BURGER
Serial Number:	78735037	THE CONTINENTAL MID-TOWN
Registration Number:	2902620	THE CONTINENTAL RESTAURANT & MARTINI BAR
Registration Number:	2382138	BUDDAKAN
Registration Number:	2174218	STRIPED BASS

CORRESPONDENCE DATA

Fax Number: (215)851-1420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-851-8100

OP \$190.00 2701029

Email: philpdocketing@reedsmith.com
Correspondent Name: Louis M. Heidelberger, Esq.
Address Line 1: P.O. Box 7990
Address Line 2: Intellectual Property
Address Line 4: Philadelphia, PENNSYLVANIA 19101

NAME OF SUBMITTER:	Todd A. Norton
Signature:	/Todd A. Norton/
Date:	12/13/2005

Total Attachments: 15

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated November __, 2005 (the "Security Agreement") by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), and for the other Secured Parties, as defined therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

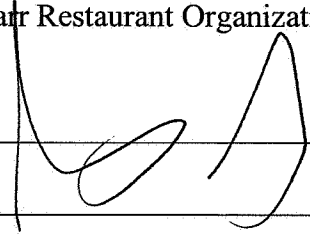
<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
2,701,029	"Alma De Cuba" (English translation "Son of Cuba") Restaurant Services	3/25/03
2,718,427	"POD" Restaurant Services	5/27/03

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
76/565,987	"Love Burger" Restaurant Services	12/18/03

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,
Starr Restaurant Organization, LP
By: Starr Restaurant Organization, GP, LLC, its general partner



Name: _____
Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Anne Sheehan
Name: Anne Sheehan
Title: Vice President

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Gentlemen:

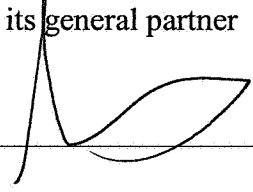
Please be advised that pursuant to the Security Agreement dated November __, 2005 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), and for the other Secured Parties, as defined therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the Secured Parties:

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Application</u>
78/735,037	"The Continental Mid-town" Restaurant and bar services	10/18/05

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,
Continental Restaurant Partners LP
By: Continental Restaurant Partners, GP, LLC,
its general partner



Name: _____
Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Anne Sheehan
Name: Anne Sheehan
Title: Vice President

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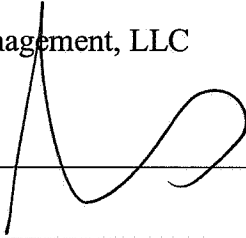
TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
2,902,620	"The Continental Restaurant & Martini Bar" (disclaiming "Restaurant and Martini Bar") Restaurant and bar services	11/16/04

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SRO Management, LLC

A handwritten signature in black ink, consisting of a tall, thin vertical stroke on the left, followed by a large, sweeping loop that extends to the right and then curves back down towards the center. The signature is written over a horizontal line.

Name: _____

Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Anne Sheehan
Name: Anne sheehan
Title: vice president

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IN
TRADEMARKS

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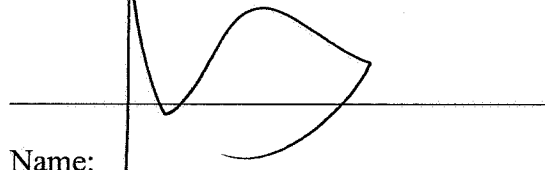
<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
2,382,138	"Buddakan" Restaurant services	9/5/00

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CoStar Partners, LP

By: CoStar Partners GP, LLC, its general partner



Name: _____

Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Anne Sheehan
Name: Anne Sheehan
Title: Vice President

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TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
2,174,218	"Striped Bass" Restaurant and bar services	7/21/98

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SBI Restaurant Partners, LP
By: SBI Restaurant, LLC, its general partner



Name: _____
Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Anne Sheehan
Name: Anne Sheehan
Title: Vice President

Signature Page to Notice of Grant of
Security Interest in Trademarks (SBI)
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