

03-08-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**RECORD  
TRA**

103193691

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

<p><b>1. Name of conveying party(ies):</b></p> <p><u>Boston Billiards Club, Inc.</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Massachusetts</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>Sovereign Bank</u>  Internal _____  Address: _____</p> <p>Street Address: <u>446 Main Street</u>  City: <u>Worcester</u>  State: <u>Massachusetts</u>  Country: <u>United States</u>      Zip: <u>01608</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>Bank</u>      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance )/Execution Date(s) :</b></p> <p>Execution Date(s) <u>2/7/06</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

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

A. Trademark Application No.(s) <u>75/338821</u>	B. Trademark Registration No.(s) <u>2,205,323</u>
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Additional sheet(s) attached?  Yes  No

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Dennis Polani, Esq.</u>  Internal Address: _____  Street Address: <u>446 Main Street, 21st Floor</u>  City: <u>Worcester</u>  State: <u>Massachusetts</u>      Zip: <u>01608</u>  Phone Number: <u>(508) 798-2480</u>  Fax Number: <u>(508) 797-9561</u>  Email Address: <u>dpolani@phrlaw.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">2</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$65.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p>
<p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number _____  Authorized User Name _____</p>	

**9. Signature:** [Signature]      Date: 2/7/06

Signature      Date

Kurt J. Madras, President of Boston Billiards Club, Inc.      Total number of pages including cover sheet, attachments, and documents: 7

Name of Person Signing

03/09/2006 BYRME 0000023 75338821  
01 FC:8521  
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of February 17, 2006 between **Boston Billiards Club, Inc.** (herein, "Borrower"), a Massachusetts corporation with an address of 126 Beakline Avenue, Boston, MA Massachusetts and **Sovereign Bank** as lender (herein, in such capacity, together with any successor thereto in such capacity, called the "Lender") with a place of business at 446 Main Street, Worcester, Massachusetts.

### RECITALS:

A. Borrower and others entered into a Loan and Security Agreement of even date herewith with the Lender and certain other entities (together with all amendments and other modifications, if any from time to time made thereto, the "Loan and Security Agreement");

B. As a condition precedent to the making of the Loans under the Loan and Security Agreement, Borrower is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure the timely and full payment and performance of all the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Loans to the Borrower pursuant to the Loan and Security Agreement, Borrower agrees, for the benefit of the Lender, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, having the meanings provided in the Loan and Security Agreement. In addition, for purposes hereof: (i) "Intellectual Property" means patents, copyrights, service marks, trade names, trade styles, logos, goodwill, trade secrets, trademarks, and licenses acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time; (ii) the term "license" refers not only to rights granted by agreement from the owner of patents, copyrights, trademarks, service marks and the like, but also to rights granted by a franchisor under a franchise or similar agreement. The foregoing enumeration is not intended as a limitation of the meaning of the term "license"; and (iii) the term "Obligations" means all liabilities and obligations now or hereafter owing from the Borrower to the Lender of whatever kind or nature, whether or not currently contemplated at the time of this Agreement, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including, without limitation, all unpaid principal under any Note of the Borrower, all accrued interest and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Lender in exercising, preserving, defending, collecting, administering, enforcing or protecting any

of its rights under the Obligations or hereunder or with respect to the Collateral or any litigation arising out of the transactions evidenced by the Obligations.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the timely and full payment and performance all of the Obligations the Borrower does hereby assign, pledge and grant to the Lender (to the extent permissible under laws and governmental regulations applicable thereto) a security interest in all of the Borrower's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired:

(a) all of Borrower's registered and unregistered trademarks, trademark applications, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively the "Trademarks") which in the case of trademarks or trademark applications, are now or hereafter issued by or filed with the U.S. Patent and Trademark Office or any similar office or agency of any other countries, including without limitation the trademarks and trademark applications listed in Schedule I attached hereto and made a part hereof;

(b) all Intellectual Property that is related to the Trademark Collateral; and

(c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Trademarks, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

**SECTION 3. Borrower's Covenants and Representations.** The Borrower represents, warrants and covenants that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks is valid and enforceable and the Borrower has notified the Lender in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the Loan and Security Agreement, including without limitation, licenses, shop rights and covenants by the Borrower not to sue third persons;

(d) The Borrower has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) Until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Borrower's obligations under this Agreement, without the Lender's prior written consent.

**SECTION 4. Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 5. Additional Collateral.** If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new trademark or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation-in-part of any Trademarks or any improvement on any Trademarks, the provisions of Section 2 hereof shall automatically apply thereto and the Borrower shall give to the Lender prompt notice thereof in writing. The Borrower authorizes the Lender to modify this Agreement by amending Schedule I hereto to include any such future trademarks and trademark applications.

**SECTION 6. Attorney-in-Fact.** The Borrower hereby appoints the Lender, or its designee, as the Borrower's true and lawful attorney-in-fact (without requiring the Lender to act as such), with full power, upon the occurrence of an Event of Default and at any time thereafter, as follows: (a) to sell, transfer or assign the Trademarks and the other Trademark Collateral or any part thereof, (b) to grant any license or sublicense to make, have made, use or sell under or pursuant to any or all of the Trademarks, (c) to seek issuance of all Trademarks in accordance with this Agreement (d) to execute and file assignments of the Trademarks and the other Trademark Collateral in the name of the Borrower with the U.S. Trademark and Trademark Office or any similar office or agency of any other country as it may deem appropriate, (e) to perform all acts required or permitted to be performed in connection with maintaining the Trademarks and the other Trademark Collateral, and (f) to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce the Trademarks and the other Trademark Collateral.

**SECTION 7. Lender's Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Trademarks and the other Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and the other Trademark Collateral, shall be borne and paid by the Borrower on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed under the Obligations.

**SECTION 8. Trademarks to be issued; Lender's Expenses.** The Borrower shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for trademarks and to preserve and maintain all rights in trademark applications and the Trademarks. Any expenses incurred in connection with such an application shall be borne by the Borrower. The Borrower shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

**SECTION 9. Enforcement.** The Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and the other Trademark Collateral and any license thereunder, in which event the Borrower shall at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 9.

**SECTION 10. Cumulative Rights and Remedies.** All of the Lender's rights and remedies, against the Borrower, whether established hereby or by the Loan and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

**SECTION 11. Release of Security Interest.** Upon payment in full of all Obligations and the termination of all commitments, if any, of the Lender, the Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien or the security interest in the Trademark Collateral which has been granted hereunder.

**SECTION 12. Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan

and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 13. Loan Document, etc.** This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.

**SECTION 14. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above.

Boston Billiards Club, Inc.

*D. Ricci*  
Witness

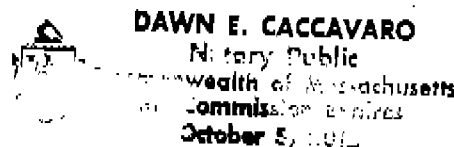
By: *Kurt Mathias*  
Kurt Mathias, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 16<sup>th</sup> day of February, 2006, before me, the undersigned notary public, personally appeared Kurt Mathias, as President and Treasurer for Boston Billiards Club, Inc., a corporation, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said corporation.

*Dawn E. Caccavaro*  
Notary Public  
My Commission Expires:



**SCHEDULE I**

<b>Trademark Name</b>	<b>US Patent &amp; Trademark Registration Number</b>	<b>U.S. Patent &amp; Trademark Official Serial Number</b>
Boston Billiards Club	2205323	75/338821