

04-19-2006



COMMERCE
Trademark Office

RECORDATION FORM C
TRADEMARKS

103222192

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):

OTG Management, Inc., a Pennsylvania corporation

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

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Bank, N.A.
Internal Address: _____
Street Address: 135 N. LaSalle Street
City: Chicago
State: Illinois
Country: USA Zip: 60603

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

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

Execution Date(s) April 11, 2006
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)
Please see attached Exhibit A

B. Trademark Registration No.(s)
Please see attached Exhibit A

Additional sheet(s) attached? Yes No

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

Please see attached Exhibit A

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

Name: Sarah Ryczek
Internal Address: c/o Arnstein & Lehr LLP
Street Address: 120 S. Riverside Plaza, Ste 1200
City: Chicago
State: Illinois Zip: 60606
Phone Number: 312-876-6901
Fax Number: 312-876-6292
Email Address: sdryczek@arnstein.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- 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 _____

04/19/2006 0000065 2317271 40.00 DP 250.00 DP

9. Signature: _____ Date: April 13, 2006
Signature Date
Total number of pages including cover sheet, attachments, and document: _____

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

EXHIBIT A

Pursuant to Section 2.1(a) of the Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames, between the parties, the following is a list of Trademarks, which are more fully described and depicted the documents attached hereto:

- A1) Service Mark: JET ROCK BAR & GRILL
Mark Owner: Airbev, Inc.
Registration No.: 2,317,271
Registration Date: February 8, 2000
- A2) Service Mark: CIBO EXPRESS
Mark Owner: OTG Management, Inc.
Registration No.: 2,593,285
Registration Date: July 9, 2002
- A3) Service Mark: CIBO BISTRO & WINE BAR
Mark Owner: OTG Management, Inc.
Registration No.: 2,772,732
Registration Date: October 7, 2003
- A4) Service Mark: AKOYA
Mark Owner: OTG Management, Inc.
Registration No.: 2,780,488
Registration Date: November 4, 2003
- A5) Service Mark: Cibo - Bistro & Wine Bar
Mark Owner: OTG Management, Inc.
Registration No.: 2,790,801
Registration Date: December 9, 2003
- A6) Service Mark: SHADES OF BLUE LOUNGE
Mark Owner: OTG Management, Inc.
Registration No.: 2,837,044
Registration Date: April 27, 2004
- A7) Service Mark: DEEP BLUE SUSHI
Mark Owner: OTG Management, Inc.
Registration No.: 2,873,836
Registration Date: August 17, 2004
- A8) Service Mark: OTG MANAGEMENT
Mark Owner: OTG Management, Inc.
Registration No.: 2,908,809
Registration Date: December 7, 2004

- A9) Service Mark: NEW YORK SPORTS GRILL
Mark Owner: OTG Management, Inc.
Registration No.: 2,956,056
Registration Date: May 24, 2005
- A10) Service Mark: NYSG
Mark Owner: OTG Management, Inc.
Registration No.: 3,027,350
Registration Date: December 13, 2005
- A11) Service Mark: NEWS BREAK
Mark Owner: OTG Management, Inc.
Registration No.: 2,835,145
Registration Date: April 20, 2004
- A12) Service Mark: AWAY CAFE
Mark Owner: OTG Management, Inc.
Registration No.: 2,936,668
Registration Date: March 29, 2005

**SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF
PATENTS, TRADEMARKS AND TRADENAMES**

THIS SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADENAMES (this "Agreement") is made and entered into as of the 11 day of April, 2006, by and among OTG MANAGEMENT, INC., a Pennsylvania corporation ("OTG INC."), OTG MANAGEMENT JFK, LLC, a New York limited liability company ("OTG JFK"), LAGUARDIA USA, LLC, a New York limited liability company ("LAGUARDIA"), AIRBEV, INC., a Pennsylvania corporation ("AIRBEV"), E TERMINAL MARKET, LLC, a Pennsylvania limited liability company ("E TERMINAL") (OTG Inc., OTG JFK, LaGuardia, Airbev and E Terminal are herein, together with their respective successors and assigns, referred to both jointly and individually as the "Debtor"), and LASALLE BANK NATIONAL ASSOCIATION, having an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

RECITALS:

WHEREAS, Debtor and Lender are entering into an Senior Secured Credit Agreement dated as of even date herewith (as amended, restated or modified from time to time, the "Credit Agreement"), pursuant to which Debtor has made and, in the future, may make loans (collectively, the "Loans") to Debtor to be used as provided in the Credit Agreement; and

WHEREAS, it is a condition precedent, among others, to the making of the Loans under the Credit Agreement and all other Loan Documents that the Debtor shall have executed and delivered this Agreement and granted the security interest contemplated hereby to Lender;

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meaning herein which is stated in the Credit Agreement. As used herein, the following terms shall have the meanings indicated:

"Agreement" shall mean this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames, together with any and all amendments, modifications and supplements hereto and any and all exhibits and schedules attached hereto or thereto.

"Debtor" shall mean OTG MANAGEMENT, INC., a Pennsylvania corporation, OTG MANAGEMENT JFK, LLC, a New York limited liability company, LAGUARDIA USA, LLC, a New York limited liability company, AIRBEV, INC., a Pennsylvania corporation, E TERMINAL MARKET, LLC, a Pennsylvania limited liability company and each of their respective successors and assigns.

"Business Day" means any day of the year on which Lender is open for regular banking business in Chicago, Illinois.

"Credit Agreement" shall have the meaning set forth in the Recitals.

"Event of Default" shall mean the occurrence of any one of the following:

- (a) Failure of Debtor to comply with, or to cause any Subsidiary to comply with, any material provision of this Agreement and continuance of such failure for thirty (30) days after notice thereof from Lender;
- (b) The occurrence of a "Default" (as such term is defined therein) under the Credit Agreement or any other Loan Document.

"Lender" shall mean LaSalle Bank National Association, its successors and assigns.

"Loan" shall have the meaning set forth in the Recitals.

"Loan Documents" shall mean this Agreement, the Credit Agreement, and all other notes, mortgages, assignments, guaranties, agreements, documents and instruments evidencing, securing or pertaining to the Loans or any of them.

"Obligations" shall mean all obligations (monetary and nonmonetary) of Debtor to Lender whether now existing or hereafter arising, including but not limited to Debtor's obligations, under the Credit Agreement, and under any other Loan Document.

"Patents" shall have the meaning set forth in Section 2.1(b) hereof.

"Person" shall mean an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or any agency or political subdivision thereof) or other entity of any kind.

"Subsidiary" means a corporation of which the Debtor and/or its other subsidiaries own, directly or indirectly, such number of outstanding shares as have more than fifty percent (50%) of the ordinary voting power for the election of such corporation's directors.

"Trademarks" shall have the meaning set forth in Section 2.1(a) hereof.

2. GRANT OF SECURITY INTEREST.

2.1 Patents and Trademarks. To secure the complete and timely satisfaction of all the Obligations, Debtor hereby grants, assigns, pledges and conveys to the Lender a continuing security interest in and to all of its now owned, existing or filed and hereafter acquired, arising or filed:

(a) trademarks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, all registrations and recordings thereof, and applications connected therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represents (collectively, the "Trademarks").

(b) patents, all registrations and recordings thereof, and applications and documents related thereto, including without limitation, those listed on Exhibit B attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages, payments, claims, now or hereafter due and or payable, or arising with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represents (collectively, the "Patents").

2.2 Restrictions on Future Agreements. Debtor agrees that, until the Obligations shall have been paid in full, Debtor will not, without the Lender's prior written consent (which shall not be unreasonably withheld) enter into any agreement, including, without limitation, a license agreement, which is inconsistent with the obligations of Debtor under this Agreement. Debtor further agrees that it will not take any action, or permit any action to be taken by any Subsidiary or other Person subject to the control of the Debtor, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement, unless such action or inaction is commercially reasonable.

2.3 New Trademarks and Patents. Debtor represents and warrants that the Trademarks listed on Exhibit A and the Patents listed on Exhibit B constitute all of the Trademarks and Patents now owned by Debtor which are registered or for which applications have been made. If, before the Obligations shall have been paid in full, Debtor or any Subsidiary shall (i) obtain any new Trademarks or Patents or rights thereto, or (ii) become entitled to the benefit of any Trademark or Patent, Debtor shall give to the Lender prompt written notice thereof. Debtor hereby authorizes the Lender to modify this Agreement by amending any or all of Exhibit A or Exhibit B, as applicable, to include any such Trademarks or Patents. In the event that a Subsidiary shall, before the Obligations have been paid in full, (i) obtain any new Trademarks, or rights thereto, or (ii) become entitled to the benefit of any Trademarks and Patents, Debtor shall cause such Subsidiary to (a) execute a copy of this Agreement as an additional Debtor and to assign a security interest in and to all of such Trademarks and Patents to Lender, or (b) assign all of its right, title and interest in and to all of such Trademarks and Patents to Debtor, whereupon such Trademarks and Patents shall be subject to the terms of this Agreement.

2.4 Term. The term of this Agreement and the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Patents subject to a security interest hereunder, or (ii) the payment in full of the Obligations and the termination of all Commitments.

~~2.5~~ Use of Patents and Trademarks by Debtor. Debtor shall not sell or assign its interest in, or grant any sublicense under the Trademarks and Patents (except licenses to customers and suppliers in the ordinary course of business), without the prior written consent of the Lender (such consent not to be unreasonably withheld). From and after the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted any jurisdiction with laws applicable to the Patents and Trademarks.

2.6 Releases. Upon irrevocable payment in full of the Obligations, the Lender shall execute and deliver to or at the written direction of Debtor all assignments, releases and other

instruments as may be necessary or proper to terminate Lender's security interest in the Patents and Trademarks.

2.7 Duties of Debtor. Debtor shall, and shall cause its Subsidiaries, to, (i) use commercially reasonable efforts prosecute diligently any Trademark and Patent application pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) use commercially reasonable efforts to make application on unpatented but patentable inventions and on Trademarks, as appropriate, and (iii) use commercially reasonable efforts to preserve and maintain all rights in the Trademarks and Patents. Any expenses incurred in connection with such applications shall be borne by Debtor. Debtor shall not, and shall cause its Subsidiaries not to, abandon any right to file a patent application or trademark application, nor shall Debtor or any of its Subsidiaries abandon any Trademark or Patent, without the prior written consent of the Lender, unless such abandonment is commercially reasonable.

2.8 No Duties of Lender. Both prior to and after an Event of Default Lender shall have no duty to and shall not in any manner be responsible for, taking any action to maintain or protect the Patents and Trademarks.

2.9 The Lender's Right to Sue. Upon and after an occurrence of an Event of Default, the Lender shall, if Debtor refuses to bring a requested action, have the right (at its sole cost and expense), but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Patents and, if the Lender shall commence any such suit, Debtor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.

2.10 Additional Documents. The Debtor shall, at its sole cost and expense, execute such additional documents as Lender reasonably believes necessary to enable Lender to perfect its security interest in the Trademarks and Patents and to enable Lender to record this Agreement where such recording is customarily performed to provide perfection or notice of this Agreement.

2.11. Deliveries of Debtor. Debtor will deliver to the Lender, upon request of the Lender, evidence that appropriate filings have been made to perfect the security interest granted hereby, including, without limitation, filings with the United States Government Patent and Trademark Office, and any similar domestic or foreign office, department or agency, and in form and substance reasonably satisfactory to the Lender.

3. DEFAULT.

3.1 Remedies. Upon and after the occurrence of an Event of Default:

(a) The Lender, in its sole and absolute discretion, may:

(i) exercise with respect to the Trademarks any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; and

(ii) sell or otherwise dispose, including, without limitation, by the granting of licenses, of any of the Trademarks and Patents at public or private sale for cash or credit; provided, however, that Debtor shall be credited with the net proceeds of

- 4 -

such sale or disposition only as and when such proceeds are actually received by the Lender; provided, however, that Lender shall use commercially reasonable efforts to collect such proceeds.

(b) Debtor recognizes that in the event Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the Lender, and Debtor agrees that the Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(c) Any notice required to be given by the Lender of a sale, lease, or other disposition of the Trademarks and Patents, or any other intended action by the Lender, deposited in the United States mail, postage prepaid and duly addressed to Debtor at its address specified in Section 4.6 hereof (or such other address as provided by Debtor to Lender in writing) not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Debtor thereof.

(d) The Lender shall have the right at any time and from time to time, in its sole and absolute discretion, to take control, in any manner, of any item of payment for or proceeds of the Trademarks or Patents.

(e) The Lender may, if the Lender deems it reasonable, postpone or adjourn any sale of the Trademarks or Patents, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, as the case may be, without being required to give a new notice of sale. Debtor agrees that the Lender has no obligations to preserve rights against prior parties to the Trademarks and Patents.

(f) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademarks and Patents may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any reasonable amounts payable to the Lender for costs of selling the Trademarks and Patents) in whole or in part by the Lender for the benefit of the Lender against all or any part of the Obligations in such order as the Lender shall elect. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus, and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation, for which Debtor remains liable.

(g) Debtor hereby agrees that the use by Lender of the Trademarks and Patents as authorized hereunder after the occurrence of an Event of Default in connection with the exercise of its remedies shall be without any liability for royalties or other related charges from Lender to Debtor.

(h) Debtor further agrees that upon the occurrence of and during an Event of Default, Debtor shall upon Lender's request deliver to Lender an assignment of Debtor's rights to and in the Patents and Trademarks in a form and substance reasonably acceptable to Lender.

3.2 Waivers by Debtor. Except as otherwise provided for in this Agreement, Debtor waives (i) any bond or security which might be required by any court prior to allowing the Lender to exercise any of the Lender's remedies, and the (ii) benefit of all valuation, appraisal and exemption laws.

3.3 Cumulative Remedies. All of the Lender's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by any of the other Loan Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

4. MISCELLANEOUS.

4.1 Waivers. No course of dealing between Debtor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.2 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4.3 Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 2.3** hereof or by a writing signed by the parties hereto.

4.4 Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns. The Trademarks subject to a security interest under this Agreement may not be assigned by Debtor to a third party, except by permission of the Lender (which Lender may withhold in its reasonable discretion), in which event this Agreement shall be binding upon Debtor's assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4.6 Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered and deemed received as provided in the Credit Agreement.

4.7 Headings. The section titles and headings in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are for convenience of reference only.

4.8 Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

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IN WITNESS WHEREOF, this Security Agreement of Patents, Trademarks and Tradenames has been executed as of the date first above written.

DEBTOR:

OTG Management, Inc.,
a Pennsylvania corporation

By: _____
Printed Name: _____
Title: _____

OTG Management JFK, LLC,
a New York limited liability company

By: _____
Printed Name: _____
Title: _____

LaGuardia USA, LLC,
a New York limited liability company

By: _____
Printed Name: _____
Title: _____

E Terminal Market, LLC,
a Pennsylvania limited liability company

By: _____
Printed Name: _____
Title: _____

Airbev, Inc.,
a Pennsylvania corporation

By: _____
Printed Name: _____
Title: _____

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: Mirle Weigbaum
Printed Name: Mirle Weigbaum
Title: Vice President

IN WITNESS WHEREOF, this Security Agreement of Patents, Trademarks and Tradenames has been executed as of the date first above written.

DEBTOR:

OTG Management, Inc.,
a Pennsylvania corporation

By: [Signature]
Printed Name: JOSEPH OZALAS
Title: CEO

E Terminal Market, LLC,
a Pennsylvania limited liability company

By: [Signature]
Printed Name: JOSEPH OZALAS
Title: CEO

OTG Management JFK, LLC,
a New York limited liability company

By: [Signature]
Printed Name: JOSEPH OZALAS
Title: CEO

Airbev, Inc.,
a Pennsylvania corporation

By: [Signature]
Printed Name: JOSEPH OZALAS
Title: CEO

LaGuardia USA, LLC,
a New York limited liability company

By: [Signature]
Printed Name: JOSEPH OZALAS
Title: CEO

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT OF SIGNATURES

STATE OF Pa)
) SS
COUNTY OF Pa)

I, Myles T. Kuppe a Notary Public in and for and residing in said County and State,
DO HEREBY CERTIFY THAT Joseph Szalas, the Cfo of
OTC Management, Inc personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act
and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of APRIL, 2006.

Myles T. Kuppe
Notary Public

My Commission Expires:

NOTARIAL SEAL
MYLES T KUPPE
Notary Public
PHILADELPHIA CITY, PHILADELPHIA COUNTY
My Commission Expires Sep 7, 2008

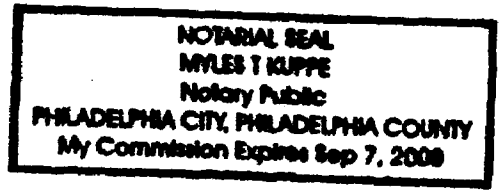
STATE OF PA)
)
COUNTY OF DE) SS

I, Myles T. Kuppe a Notary Public in and for and residing in said County and State,
DO HEREBY CERTIFY THAT JOSEPH DRALAS, the CEO of
OTG MANAGEMENT JFK personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act
and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of APRIL, 2006.

Myles T. Kuppe
Notary Public

My Commission Expires:



STATE OF PA)
) SS
COUNTY OF DE)

I, Myles J. Kuppe a Notary Public in and for and residing in said County and State,
DO HEREBY CERTIFY THAT Joseph ORALAS, the CEO of
Airbev, INC personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act
and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of APR, 2006.

Myles J. Kuppe
Notary Public

My Commission Expires:

NOTARIAL SEAL
MYLES T KUPPE
Notary Public
PHILADELPHIA CITY, PHILADELPHIA COUNTY
My Commission Expires Sep 7, 2008

STATE OF PA)
) SS
COUNTY OF DE)

I, Myles T. Kuppe, a Notary Public in and for and residing in said County and State,
DO HEREBY CERTIFY THAT JOSEPH ORLANDO, the CEO of
E Terminal Market LLC personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act
and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of APRIL, 2006.

Myles T. Kuppe
Notary Public

My Commission Expires:

NOTARIAL SEAL
MYLES T KUPPE
Notary Public
PHILADELPHIA CITY, PHILADELPHIA COUNTY
My Commission Expires Sep 7, 2008

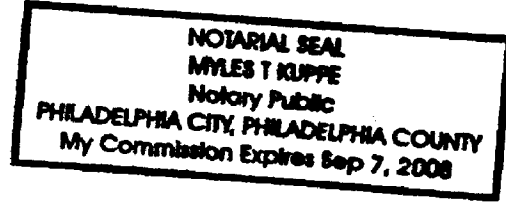
STATE OF Pa)
) SS
COUNTY OF Da)

I, Myles T Kuppe a Notary Public in and for and residing in said County and State,
DO HEREBY CERTIFY THAT JOSEPH ORLANDO the CFO of
LAGUARDIA USALLC personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act
and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of APRIL, 2006.

Myles T Kuppe
Notary Public

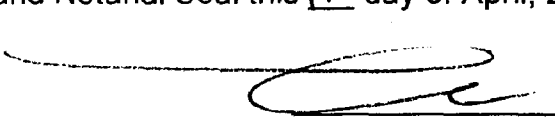
My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CAMILLE, a Notary Public in and for and residing in said County, and State, DO
HEREBY CERTIFY THAT MARICE ZWELG the VICE PRESIDENT of LASALLE BANK NATIONAL
ASSOCIATION, personally known to me to be the same person whose name is subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged that she
signed, sealed and delivered the said instrument as her own free and voluntary act, and as the
free and voluntary act of said bank, for the uses and purposes and the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of April, 2006.


Notary Public



The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



J. Todd Johnson

Acting Commissioner of Patents and Trademarks

TRADEMARK

REEL: 003334 FRAME: 0942

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,317,271

United States Patent and Trademark Office

Registered Feb. 8, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

JET ROCK BAR & GRILL

AIRBEV, INC. (PENNSYLVANIA CORPORATION)
1500 DELAWARE AVENUE
PHILADELPHIA, PA 19147

FOR: BAR AND RESTAURANT SERVICES,
IN CLASS 42 (U.S. CLS. 100 AND 101).
FIRST USE 2-25-1999; IN COMMERCE
2-25-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "BAR & GRILL". APART
FROM THE MARK AS SHOWN.

SN 75-528,898, FILED 7-31-1998.

JAMES PACIOUS, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION SUPPLEMENTAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

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A handwritten signature in cursive script, appearing to read "G. H. [unclear]".

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0944

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,593,285

Registered July 9, 2002

**SERVICE MARK
SUPPLEMENTAL REGISTER**

CIBO EXPRESS

OTG MANAGEMENT (PENNSYLVANIA COR-
PORATION)

ONE INTERNATIONAL PLAZA, SUITE 130

PHILADELPHIA, PA 19113

FOR: FULL SERVICE RESTAURANT AND BAR,
IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 10-0-2000; IN COMMERCE 10-0-2000.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CIBO", APART FROM THE MARK
AS SHOWN.

THE ENGLISH TRANSLATION OF "CIBO" IS
"FOOD".

SER. NO. 76-299,745, FILED P.R. 8-15-2001; AM. S.R.
3-20-2002.

KAREN M. STRYZ, EXAMINING ATTORNEY

11

The United States of America



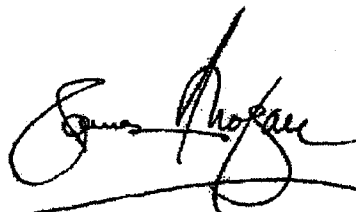
CERTIFICATE OF REGISTRATION SUPPLEMENTAL REGISTER

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Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0946

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,772,732

Registered Oct. 7, 2003

**SERVICE MARK
SUPPLEMENTAL REGISTER**

CIBO BISTRO & WINE BAR

OTG MANAGEMENT INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA
SUITE 130
PHILADELPHIA, PA 19113

FOR: FULL SERVICE RESTAURANT AND BAR,
IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 3-0-2000; IN COMMERCE 3-0-2000.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "BISTRO & WINE BAR", APART
FROM THE MARK AS SHOWN.

THE ENGLISH TRANSLATION OF "CIBO" IS
"FOOD".

SER. NO. 76-299,686, FILED P.R. 8-15-2001; AM. S.R.
3-25-2002.

KAREN M. STRYZ, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

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This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



A handwritten signature in cursive script, reading "James H. Proctor".

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0948

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,780,488

Registered Nov. 4, 2003

SERVICE MARK
PRINCIPAL REGISTER

AKOYA

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA
SUITE 130
PHILADELPHIA, PA 19113

FIRST USE 12-5-2002; IN COMMERCE 12-5-2002.

SN 76-404,361, FILED 5-7-2002.

FOR: RESTAURANT AND BAR SERVICES, IN
CLASS 43 (U.S. CLS. 100 AND 101).

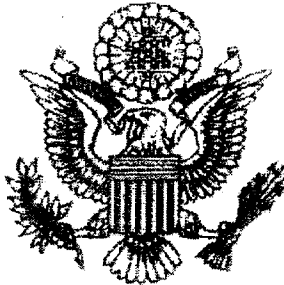
ELIZABETH HUGHITT, EXAMINING ATTORNEY



TRADEMARK

REEL: 003334 FRAME: 0949

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

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A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



A handwritten signature in cursive script, reading "James P. Proffice".

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0950

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,790,801

Registered Dec. 9, 2003

SERVICE MARK
PRINCIPAL REGISTER



OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA
SUITE 130
PHILADELPHIA, PA 19113

FOR: FULL SERVICE RESTAURANT AND BAR
SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 3-0-2000; IN COMMERCE 3-0-2000.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CIBO BISTRO & WINE BAR",
APART FROM THE MARK AS SHOWN.

THE ENGLISH TRANSLATION OF "CIBO" IS
"FOOD".

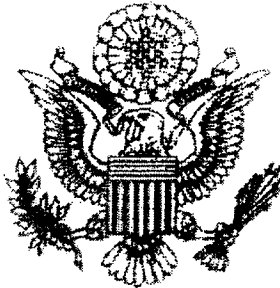
SER. NO. 76-472,613, FILED 12-4-2002.

INGA ERVIN, EXAMINING ATTORNEY

TRADEMARK

REEL: 003334 FRAME: 0951

The United States of America



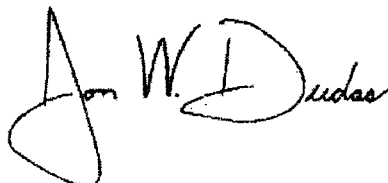
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

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This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.

A handwritten signature in black ink, reading 'James W. Dudas'.

Acting Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0952

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,837,044

Registered Apr. 27, 2004

**SERVICE MARK
PRINCIPAL REGISTER**

SHADES OF BLUE LOUNGE

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA, SUITE 130
PHILADELPHIA, PA 191131510

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "LOUNGE", APART FROM THE
MARK AS SHOWN.

FOR: RESTAURANT AND BAR SERVICES, IN
CLASS 43 (U.S. CLS. 100 AND 101).

SN 76-438,769, FILED 8-8-2002.

FIRST USE 5-0-2003; IN COMMERCE 5-0-2003.

ESTHER BELENKER, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

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Jon W. Dudas

Acting Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0954

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,873,836

Registered Aug. 17, 2004

SERVICE MARK
PRINCIPAL REGISTER

DEEP BLUE SUSHI

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA, SUITE 130
PHILADELPHIA, PA 19113

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE SUSHI, APART FROM THE MARK
AS SHOWN.

FOR: FULL SERVICE RESTAURANT AND BAR
SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

SER. NO. 76-526,901, FILED 6-30-2003.

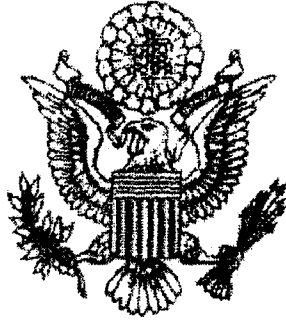
FIRST USE 7-1-2003; IN COMMERCE 7-1-2003.

MARGERY A. TIERNEY, EXAMINING ATTORNEY

TRADEMARK

REEL: 003334 FRAME: 0955

The United States of America



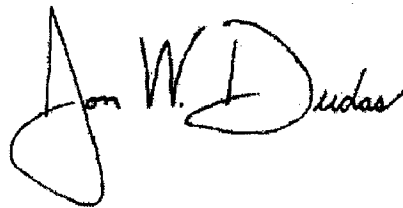
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

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Director of the United States Patent and Trademark Office

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,908,809

Registered Dec. 7, 2004

**SERVICE MARK
PRINCIPAL REGISTER**

OTG MANAGEMENT

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
SUITE 130
ONE INTERNATIONAL PLAZA
PHILADELPHIA, PA 19113

FOR OPERATION AND MANAGEMENT OF
RESTAURANTS AND BARS FOR OTHERS. IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-6-1999, IN COMMERCE 5-6-1999.

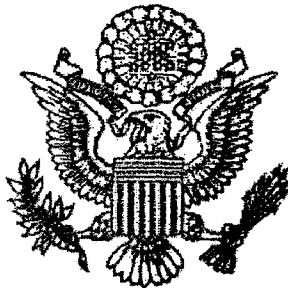
THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MANAGEMENT", APART FROM
THE MARK AS SHOWN.

SER. NO. 78-340,130, FILED 12-12-2003.

MITCHELL FRONT, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION SUPPLEMENTAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

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Jan W. I. Deides

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0958

The United States of America



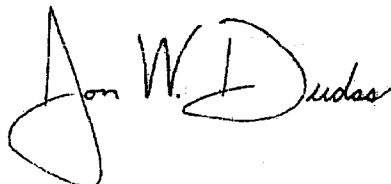
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

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A handwritten signature in cursive script that reads "Jon W. I. Dudas".

Acting Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0959

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,835,145

Registered Apr. 20, 2004

**SERVICE MARK
PRINCIPAL REGISTER**

NEWS BREAK

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA, SUITE 130
PHILADELPHIA, PA 19113

FIRST USE 11-27-2002; IN COMMERCE 11-27-2002

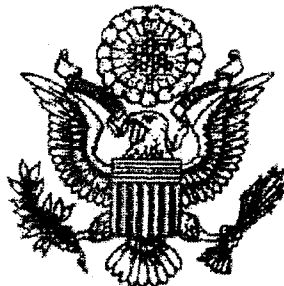
SN 76-409,270, FILED 5-16-2002.

FOR: RESTAURANT AND BAR SERVICES, IN
CLASS 43 (U.S. CLS. 100 AND 101).

DARLENE BULLOCK, EXAMINING ATTORNEY



The United States of America



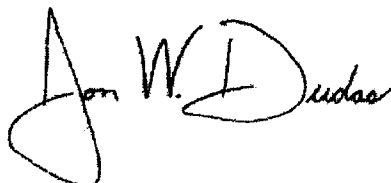
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James W. I. Dudas

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0961

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,936,668

Registered Mar. 29, 2005

**SERVICE MARK
PRINCIPAL REGISTER**

AWAY CAFE

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
ONE INTERNATIONAL PLAZA, SUITE 130
PHILADELPHIA, PA 19113

FIRST USE 4-26-2003; IN COMMERCE 4-26-2002.

SN 76-461,664, FILED 10-25-2002.

FOR: RESTAURANT AND BAR SERVICES, IN
CLASS 43 (U.S. CLS. 100 AND 101).

ZACHARY BELLO, EXAMINING ATTORNEY

TRADEMARK

REEL: 003334 FRAME: 0962

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,956,056

Registered May 24, 2005

**SERVICE MARK
SUPPLEMENTAL REGISTER**

NEW YORK SPORTS GRILL

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
SUITE 130
ONE INTERNATIONAL PLAZA
PHILADELPHIA, PA 19113

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "GRILL", APART FROM THE
MARK AS SHOWN.

FOR: RESTAURANT AND BAR SERVICES, IN
CLASS 43 (U.S. CLS. 100 AND 101).

SER. NO. 78-321,650, FILED P.R. 10-31-2003; AM.
S.R. 8-27-2004.

FIRST USE 11-7-2003; IN COMMERCE 11-7-2003.

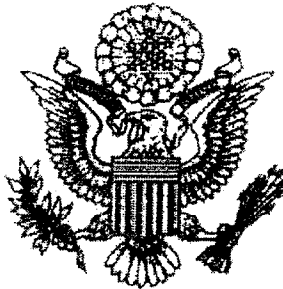
RENEE MCCRAY, EXAMINING ATTORNEY



TRADEMARK

REEL: 003334 FRAME: 0963

The United States of America



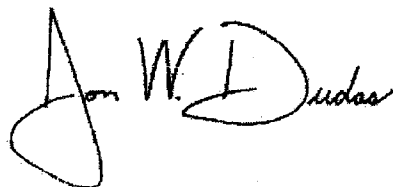
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

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Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003334 FRAME: 0964

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,027,350

Registered Dec. 13, 2005

SERVICE MARK
PRINCIPAL REGISTER

NYSG
NEW YORK SPORTS GRILL

OTG MANAGEMENT, INC. (PENNSYLVANIA
CORPORATION)
SUITE 130
ONE INTERNATIONAL PLAZA
PHILADELPHIA, PA 19113

FOR: RESTAURANT AND BAR SERVICES, IN
CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 11-7-2003; IN COMMERCE 11-7-2003.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE NEW YORK SPORTS GRILL,
APART FROM THE MARK AS SHOWN.

THE COLORS BLUE, ORANGE, AND GRAY ARE
CLAIMED AS A FEATURE OF THE MARK.

THE COLOR BLUE APPEARS IN THE WORDING
"NYSG" AND IN THE RECTANGULAR BACK-
GROUND BEHIND THE WORDING "NEW YORK
SPORTS GRILL." THE COLOR ORANGE APPEARS
IN THE WORDING "NEW YORK SPORTS GRILL."
THE COLOR GRAY APPEARS IN A THIN FRAME
AROUND THE BLUE RECTANGLE, WHICH BLUE
RECTANGLE CONTAINS THE WORDING "NEW
YORK SPORTS GRILL."

SER. NO. 78-436,800, FILED 6-17-2004.

NAKWAMA ANKRAH, EXAMINING ATTORNEY

TRADEMARK