

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
Fazoli's System Management, LLC		10/19/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue, 23rd floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78675566	BAGETTI
Registration Number:	1984926	
Registration Number:	2653663	EVERYONE'S ITALIAN
Registration Number:	1801207	FAZOLI'S
Registration Number:	2537949	FAZOLI'S
Registration Number:	2507632	FAZOLI'S EXPRESS
Registration Number:	1757441	FAZOLI'S ITALIAN FOOD...FAST
Registration Number:	1565210	FAZOLI'S ITALIAN FOOD...FAST
Registration Number:	2568058	FAZOLI'S SUB-OVEN
Registration Number:	2736775	JOE MATA'S
Registration Number:	2598856	NINA'S CREAMERY
Registration Number:	2660942	PANINI
Registration Number:	2261819	PASTA FASTA

OP \$515.00 78675566

Registration Number:	2288245	PIZZARINOS
Registration Number:	1819276	REAL ITALIAN. REAL FAST.
Registration Number:	2369709	SUBMARINOS
Registration Number:	2369691	SUBMARINOS
Registration Number:	2800036	TODAY'S ITALIAN
Registration Number:	1940398	
Registration Number:	2302979	

CORRESPONDENCE DATA

Fax Number: (212)230-7735
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-318-6535
Email: traceybennett@paulhastings.com
Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Paul, Hastings, Janofsky & Walker LL
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/ Tracey D. Bennett
Date:	10/20/2006

Total Attachments: 24

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among FAZOLI'S FRANCHISING SYSTEMS, LLC, a Delaware limited liability company ("FFS"), FAZOLI'S RESTAURANTS, LLC, a Delaware limited liability company ("FR"), FAZOLI'S PROMOTIONS, INC., a Colorado corporation ("FP"), FAZOLI'S JOINT VENTURE, LTD., a Kentucky limited partnership ("FJV"; and together with FFS, FR, and FP, individually and collectively, jointly and severally, the "Borrower"), FAZOLI'S RESTAURANT GROUP, INC., a Delaware corporation ("Parent"), FAZOLI'S SYSTEM MANAGEMENT, LLC, a Delaware limited liability company ("FSM"; together with Parent each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and Ableco, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, 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, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor'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 its Trademarks and rights in and to any Trademark licensed under any Intellectual Property Licenses to which it is a party, including those listed to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, any claim by such Grantor 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 under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. 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 or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall

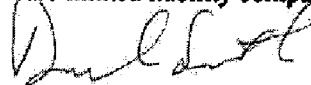
include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by any Agent include estimates honestly made by such Agent (in the case of quantitative determinations) and beliefs honestly held by such Agent (in the case of qualitative determinations). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]


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

GRANTORS:


FAZOLI'S RESTAURANTS, LLC,
a Delaware limited liability company

By: 
Name: David Smith
Title: Treasurer

FAZOLI'S FRANCHISING SYSTEMS, LLC,
a Delaware limited liability company


By: 
Name: David Smith
Title: Treasurer

FAZOLI'S PROMOTIONS, INC.,
a Colorado corporation

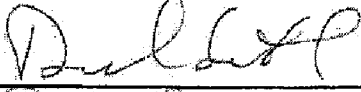
By: 
Name: David Smith
Title: Treasurer

FAZOLI'S JOINT VENTURE, LTD.,
a Kentucky limited partnership

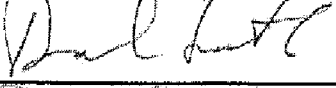
By: Fazoli's System Management, LLC, its General
Partner

By: 
Name: David Smith
Title: Treasurer

FAZOLI'S RESTAURANT GROUP, INC.,
a Delaware corporation

By: 
Name: David Smith
Title: Treasurer

FAZOLI'S SYSTEM MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: David Smith
Title: Treasurer

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company

By: 

Name: DANIEL E. WOLF

Title: SENIOR VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached.

**SCHEDULE 5
TRADEMARKS**

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
DOMESTIC REGISTRATIONS						
BAGETTI	Application No. 78/675566 dated 7-21-2005	Application Pending	Pending	Pending	Notice of Publication to appear in the April 11, 2006 issue of the Official Gazette of the PTO. If no one opposes the mark a Notice of Allowance should be issued in due course.	Pending
BUILDING CONFIGURATION DESIGN (Trade Dress) (Filed in 1993)	Application No. 74448090 filed 10-14-93 Registration No. 1984926 filed 07-09-96 Assignment to FMI 05-20-96	Registered from 7-09-96 to 07-09-06 First Use: 12-12-90 IC 42 Service mark	7/9/1996	7/9/2006 Renewal Pending	Registration expires 07-09-06. Combined Declaration of Use and Renewal Application filed 5/16/05. Awaiting PTO response. Follow-up up by 10/31/06 to check status of PTO action. Historical Info: Section 8/15 Affidavit of Continued Use accepted and approved 07-09-02	10/31/2006 Follow up date
EVERYONE'S ITALIAN (word)	Application No. 76250796, filed 05-03-01 Registration No. 2653663, filed 11-26-02	IC 42 Service Mark Registered from 11/26/02-11/26/12 First Use: 2-26-2001	11/26/2002	11/26/2012	Registration expires 11-26-12 Section 8/15 Affidavit of Continued Use due between 11-26-07 and 11-26-08	11/26/2007
FAZOLI'S(word)	Application No. 74287602 filed 06-23-92 Registration No. 1801207 Registered 10-26-93 Assignment to FMI recorded on 05-20-96	Registration Renewed through 10/25/13 Originally Registered 0-26-93 to 10-26-03 First Use: 02-10-89 IC 42 Service mark Section 8/15 Affidavit accepted and acknowledged on 04-20-99; Notice of Acceptance received 10/9/03. Renewed for 10 years through 10/26/13.	10-26-93	10/25/2013	Registration expires 10-26-13 Check into filing Section 8/15 Affidavit between 10/26/08 and 10/26/09	10/26/2008

* Fazoli's System Management, LLC owns all of the trademarks.

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
FAZOLI'S (design) "fun tomato design"	Application No. 76138165 filed 09-28-00 Registration No. 2537949 filed 02-12-02	APPLICATION PENDING First Use: 05-01-00 IC 42 Service mark Publication Date: 11-20-01	2/12/2002	2/12/2012	Registration expires 02-12-12 Section 8/15 Affidavit of Continued Use due between 02-12-07 and 02-12-08	2/12/2007
FAZOLI'S EXPRESS (word)	ITU Application No. 75688654 filed 04-21-99 Registration No. 2,507,632 filed 11-13-01	Notice of Allowance dated 05-09-00 First Use: 10-15-99 IC 42 Service mark	11/13/2001	11/13/2011	Registration expires 11-13-11 Section 8/15 Affidavit of Continued Use due between 11-13-06 and 11-13-07	11/13/2006
FAZOLI'S ITALIAN FOOD...FAST oval logo with tomato (revised design)	Application No. 74287460 filed 06-23-92 Registration No. 1757441 filed 03-09-93 Assignment to FMI on 05-20-96	Registration Renewed through 3-09-13. Initially registered 03-09-93 to 03-09-03 First Use: 04-28-91 IC 42 Service mark Section 8/15 Affidavit accepted and acknowledged on 07-28-98. Section 8/9 Affidavit accepted and acknowledged 11-01-02 for 10 years to and until 03-09-13.	3/9/1993	3/9/2013	Renewal application must be filed by or before 09-09-12, which is six months prior to the registration expiration date of 03-09-13	9/9/2012
FAZOLI'S ITALIAN FOOD...FAST, oval logo with tomato (design)	Application No. 73780643 filed by Jerrico, Inc. on 02-13-89 Registration No. 1565210 filed 11-07-89 Assigned to FRI on 04-09-91 Assignment to FMI on 05-20-96	Registered from 11-07-89 to 11-07-09 First Use: 02-10-89 IC 42 Service mark Section 8/15 Affidavit filed 12/6/94; accepted & acknowledged 8/28/95; Renewed through 11/7/09.	11/7/1989	11/7/2009	Renewal application must be filed by or before 05-07-09, which is six months prior to the registration expiration date of 11-07-09	11/7/2008
FAZOLI'S ITALIAN FOOD...FAST & Design (State of Kentucky Registration)	Registered 11-30-1990 Certificate No. 013586.01 First Used 2-10-89 & First Used in KY 2-10-89	Registered 11-30-90. Renewed 10-13-05 for 5 years to 11-30-10.	11/30/1990	11/10/2010	Process renewal by 5-30-10, which is six months prior to 11-30-10 expiration date.	5/30/2010
FAZOLI'S SUB-OVEN (word)	ITU Application No. 75853364 filed 11-18-99 Registration No. 2,568,058 filed 05-07-02	First Use: 08-30-99 IC 42 Service mark	5/7/2002	5/7/2012	Registration Expires on 05-07-12 Section 8/15 Affidavit of Continued Use due between 05-07-07 and 05-07-08	5/7/2007
HOOSIER FAVORITE ITALIAN? State of Indiana Registration	Registration No. 5010-1755, dated 3-18-1992	Registered in Local Class 54	3/18/1992			

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
JOE MATA'S (word)	Application No. 78152879, filed 08-12-02 Registration No. 2736775, dated 7-15-03	Registered from 7/15/03 First Use: 8/1/02 IC 43 Service Mark	7/15/2003	7/15/2013	Registration expires 7/15/13 Section 8/15 Affidavit of Continued Use due between 7/15/08 and 7/15/09	7/15/2008
NINA'S CREAMERY (word)	ITU Application No. 76035371 filed 04-26-00 Registration No. 2598856 filed 07-23-02	First Use: 07-02-00 IC 42 Service mark	7/23/2002	7/23/2012	Registration Expires on 07-23-12 Section 8/15 Affidavit of Continued Use due between 07-23-07 and 07-23-08	7/23/2007
PANINI (stylized)	Application No. 76236081, filed 04-04-01 Registration No. 2660942 filed 12-10-02	Registered from 11/26/02 to 11/26/12 First Use: 02-19-01 IC 42 Service Mark USPTO indicates mark was registered on 12-10-02 on the Supplemental Register	12/10/2002	12/10/2012	Registration Expires on 12-10-12 Section 8/15 Affidavit of Continued Use due between 12-10-07 and 12-10-08	12/10/2007
PASTA FASTA (word)	Application No. 75164198 filed 09-10-96 Registration No. 2261819 filed 07-20-99	Registered from 07-20-99 to 07-20-09 First Use: 10-23-91 IC 42 Service mark Section 8/15 Affidavit of Use and Incontestability accepted by PTO 1/18/06.	7/20/1999	7/20/2009	Registration expires 07-20-09 No further maintenance action required until 12 months prior to 7/20/09 expiration date.	7/20/2008
PIZZARINOS (word)	Application No. 75436258 filed 12-18-98 Registration No. 2288245 filed 10-19-99	Registered from 10-19-99 to 10-19-09 First Use: 09-14-98 IC 30 Trademark Incontestable status acquired 10/6/05	10/19/1999	10/19/2009	Registration expires 10-19-09. Section 8/15 Affidavit of Use and Incontestability accepted by PTO on 10/6/05. No further action required until October 19, 2008 (which is 12 months prior to the renewal date of 10/19/09).	10/19/2008
REAL ITALIAN. REAL FAST. (stylized)	Application No. 74234553 filed 01-02-92 Registration No. 1819276 filed 02-01-94 Certificate of Correction to reflect amended date of first use as Nov. 1989 issued on 01-16-96 Assignment to FMI on 05-20-96 Renewal Registration filed 3-?-03	Registration renewed until 02-01-14 Registered from 02-01-94 to 02-01-04 First Use: 11-00-89 IC 42 Service mark Section 8/15 Affidavit accepted and acknowledged on 10-01-99	2/1/1994	2/1/2014	Registration renewed. New expiration date is 2/1/14. To maintain the registration another affidavit of use and renewal application will need to be filed during the one year period before 2/1/14 (between 2/2/13 & 1/31/14) or within a six month grace period after 2/1/14.	2/2/2013

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
SUBMARINOS (stylized)	Application No. 75357212 filed 09-15-97 Registration No. 2,369,709 filed 07-25-00	Registered from 07-25-00 to 07-25-10 First Use: 06-23-97 IC 42 Service mark (for restaurant services) Acquired incontestable status 12/05/05	7/25/2000	7/25/2010	Section 8/15 Affidavit of Use and Incontestability accepted 12-05-05. Registration expires 07-25-10 No further action required until 12 months prior to 7-25-10 renewal date.	7/25/2009
SUBMARINOS (word)	Application No. 75321646 filed 07-09-97 Registration No. 2,369,691 filed 07-25-00	Registered from 07-25-00 to 07-25-10 First Use: 06-23-97 IC 30 Trademark (for sandwiches) Acquired incontestable status 12/05/05	7/25/2000	7/25/2010	Section 8/15 Affidavit of Use and Incontestability accepted 12-05-05. Registration expires 07-25-10 No further action required until 12 months prior to 7-25-10 renewal date.	7/25/2009
TODAY'S ITALIAN	Serial No. 76/484358 filed 01/22/2003 Registration No. 2800036 filed 1/22/2003	Registered from 12-30-2003 to 12-30-13 First Use: 7-31-2002 IC 43 Service Mark US 100 101	12/20/2003	12/30/2013	Registered 12/30/2003. Next action should be due between 12/30/2008 and 12/30/2009. History: Today's Italian was published in the 10/7/03 issue of the Official Gazette of the PTO. If there are no objections a Certificate of Registration should be issued in due course. 7/23/03 - KS received an office action from the PTO on 7/23/03 only requiring that we disclaim the term "Italian." Mike Rafter will attempt to call the examiner to agree with the disclaimer and if the Examiner is willing to accept this over the telephone she will issue an Examiner's Amendment and we will not have to file a formal response. 3/12/03 -Awaiting processing of application by PTO per correspondence from KS 3/12/03. Could take a year. 1/22/03 -The PTO acknowledged filing on 1/22/03.	12/30/2008
TOWER CONFIGURATION (DESIGN)	Application No. 74/447264 filed 10/14/93 Registration No. 1,940,398 filed 12/12/95	Registration Renewed through 12-12-2015 Original Registration 12-12-95 to 12-12-05 First Use: 11-16-89 IC 42 Service mark Affidavit of Continued Use executed and mailed on 10/3/01	12/12/1995	12/12/2015	Registration renewed through 12-12-15 Next affidavit of use and renewal needs to be filed between 12-12-14 and 12-12-15	12/12/2014

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
VALUE BUILDING DESIGN (trade dress)	Application No. 75301367 filed 06-02-97 Amendment to Supplemental Register 01-20-99 Registration No. 2302979 filed 12-21-99	Registered from 12-21-99 to 12-21-09 First Use: 04-09-96 IC 42 Service mark Section 8/15 Affidavit of Continued Use filed 12-21-05	12/21/1999	12/21/2009	Registration Expires 12-21-09	12/21/2008
TRADE NAME REGISTRATIONS						
State of Nebraska-Fazoli's	Nebraska Secretary of State-Account #1432459 Corporation Division, P.O. Box 94608 Lincoln, NE 685104	Renewed through January 9, 2016	1/9/1996	1/9/2016	Process renewal in October 2016	
FOREIGN REGISTRATIONS						
AUSTRALIA FAZOLI'S (word)	Application No. 593190, dated 12-23-92 Registration No. A593190, dated 05-31-94 Assigned from FRI to FMI on 04-10-99 Application No. 544054 Registration No. 657499, dated 2-7-2003	Registration renewed on 12-23-99	12/23/1999		Registration expires on 12-23-09 Registration renewal every 10 years	
CHILE FAZOLI'S (word)						
CHINA FAZOLI'S (word)	Application No. 9800026363, dated 03-26-98 Registration No. 1289754, dated 06-28-99	Registration from 06-28-99 to 06-27-09	6/28/1999	6/28/2009	Registration expires 06-27-09. Ten year renewal periods. Mark should be used in China by 06-27-02 and should not be interrupted for more than 3 consecutive years	
CHINA FAZOLI'S (design)	Application No. 9800026363, dated 03-26-98 Registration No. 1289754, dated 06-28-99	Registration from 06-28-99 to 06-27-09	6/28/1999	6/27/2009	Registration expires 06-27-09. Ten year renewal periods. Mark should be used in China by 06-27-02 and should not be interrupted for more than 3 consecutive years	
EUROPEAN UNION FAZOLI'S (word)	Application No. 001633676, dated 05-08-00 Registration No. 1633676, dated 05-08-00	Registration from 05-08-00 to 05-08-10	5/8/2000	5/8/2010	Mark must be used in at least one European Community member state by June 19, 2006 - use should not be interrupted for more than 5 years. Sent e-mail to Mike Rafiler 7/25/2006 asking what action, if any, we need to take with regard to this registration.	8/15/2006

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
HONG KONG FAZOLLI'S (word)	Application No. 9300113. No treaty priority. Registration No. 00550/95, dated 01-06-93 International Class 42	Renewed from 01-06-00 to 01-06-14. Renewal is valid for 14 years, however, it may be vulnerable to cancellation after a period of five years or longer during which there is no bona fide use.	1/6/2000	1/6/2014	Registration expires on 01-06-14 This registration may be vulnerable to cancellation if a period of five years or more passes during which there is no bona fide use. Check into renewal process by 1/6/2013 which is one year prior to expiration date.	1/6/2013
HONG KONG FAZOLLI'S ITALIAN FOOD...FAST (design)	Application No. 1196/98, dated 02-04-98 Registration No. 09714/1999, dated 02-04-98 International Class 42	Registration renewed from 02-04-05 to 2-4-15. Registration is valid for ten years, but may be vulnerable to cancellation if it is not used for a continuous period of at least three years in Hong Kong.	2/4/1998	2/4/2015	Registration expires on 02-04-15; This registration may be vulnerable to cancellation if it is not used continuously for 3 years in Hong Kong. Check on renewal status by 2/4/2014 which is one year prior to expiration date.	2/4/2014
INDONESIA FAZOLLI'S (word)	Application No. J98-07150, dated 04-20-98 Registration No. 438106, dated 02-04-00	Registered from 04-20-98 to 04-20-08	4/20/1998		Registration expires on 04-20-08 Mark should be used by 04-20-01 Ten year renewal periods	
INDONESIA FAZOLLI'S ITALIAN FOOD...FAST (design)	Application No. J98-07151, dated 04-20-98 Registration No. 438107, dated 02-04-00	Registered from 04-20-98 to 04-20-08	4/20/1998	4/20/2008	Registration expires 04-20-08 Mark should be used by 04-20-01 Ten year renewal periods	
JAPAN FAZOLLI'S (& its Katakana equivalent)	Japanese Trademark Reg. No. 2490300 Old Local Class 18	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003	12/25/2002		Registration (as renewed) expires 12-25-12. Received original Certificate of Renewal 06/27/03. Registration has been reclassified.	
JAPAN FAZOLLI'S (& its Katakana equivalent)	Japanese Trademark Reg. No. 2487832 Old Local Class 26	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003	12/15/2002		Registration (as renewed) expires 12-25-12. Received original Certificate of Renewal 6/10/03. Registration has been reclassified.	
JAPAN FAZOLLI'S (& its Katakana equivalent)	Japanese Trademark Reg. No. 2503176 Old Local Class 29	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003			Registration has been renewed and mark has been reclassified into International Classes 29, 30 and 32.	

MARKS*	APPLICATION/REGISTRATION	CURRENT STATUS	EFFECTIVE DATE	EXPIRATION DATE	RECENT ACTION & NEXT ACTION	NEXT ACTION DATE
JAPAN FAZOLI'S (& its Katakana equivalent)	Japanese Trademark Reg. No. 2515092 Old Local Class 30	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003			Registration has been renewed and mark has been reclassified into International Class 30.	
JAPAN FAZOLI'S (& its Katakana equivalent)	Japanese Trademark Reg. No. 2480882 Old Local Class 31	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003			Registration expires 11-30-07 06/23/03 - Virginia Taylor authorized their Japanese associated to seek reclassification of this mark due to changes in Japan's classification system.	
JAPAN FAZOLI'S (& its Katakana equivalent)	Japanese Trademark Reg. No. 2497167 Old Local Class 32	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003			Registration has been renewed and mark has been reclassified into International Classes 29, 30 and 31.	
JAPANFAZOLI'S(& its Katakana equivalent)	Japanese Trademark Reg. No. 24655750ld Local Class 33	Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003		10/30/2007	Registration expires 10-30-07. Registration has been reclassified into International Classes 29 & 30.	
JAPAN FAZOLI'S (& its Katakana equivalent)		Renewal certificate received from Kilpatrick Stockton July 7, 2006; Assignment from Duskin Co. Ltd. to FMI recorded January 17, 2003		7/31/2016	7-31-2015 - Follow-up on renewal one year prior to expiration date of 7-31-2016.	

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KOREA FAZOLI'S (word)	Application No. 98-223 suspended pending resolution of opposition Application No. 97-7798 Mark assigned to FMI 04-21-98	Opposition Application No. 97-7798 filed on 06-09-97 by Myoung Hee Lee. 09-09-98 Filed Opposition. 11-23-98 Filed Argument. 06-03-99 Korean Industrial Property Tribunal rejected application 97-779807-22-99 Myoung Hee Lee filed opposition. Appeal dismissed by the Industrial Property Tribunal. 03-00 Myoung Hee Lee appealed to the Patent Court. 04-00 Myoung Hee Lee rejects \$4,000 offer. 08-00 Parent Court revoked decision. 08-00 Fazoli's App. No. 97-7798 now registered as Registration No. 6606710-09-00 Liz's T/C with Virginia Taylor, wait until further action from Korean Trademark Registry. 10-24-00 \$14,000 settlement counterproposal from Lee. 01-12-01 Registration No. 44527 for Fazzoris was consolidated with Fazoli's Nos. 97-7798/6606702-09-01 Application rejected by Korea IPO05-10-01 - Final extension of time to file an appeal	APPLICATION SUS Japanese Trademark Reg. No. 246557SPENDED		05-02-01 - Fazoli's will not accept \$8000 counteroffer; we will wait to see if the mark will be used; if not, we will file a petition to cancel after 3 years of non-use. 11-08-01 - recd Watch Notice - Publication Date 10/27/01	
MALAYSIA FAZOLI'S (word)	Application No. 98/03754, filed 03-26-98 Registration No. 98003754, file 03-26-98 Class 43	Registered from 03-26-98 to 03-26-08	3/26/1998	3/26/2008	Registration expires 03-26-08 Ten year renewal periods	
MALAYSIA FAZOLI'S ITALIAN FOOD...FAST (design)	Application No. 98/03753, filed 03-26-98 Registration No. 98/03753	Registered	Registered		Registered 9/30/2002	

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MEXICO FAZOL'S (word)	New Application No. 582,576 New Registration No 858,075 Application No. 157,639. Priority filing date of 06-23-92 claimed. (Registration No. 471079, filed 12-23-92 was allowed to expire due to lack of use. Filed for new application in 2003.)	New Registration is from 1-7-03 to 1-7-13. Previously registered from 12-23-92 to 12-23-02. Allowed to expire due to lack of use. 01-02-03 and new application was filed 1/7/03.	1/7/2003	1/7/2013	New Registration expires 1-7-13. (A new application in the name of FMI was filed in 2003.) It is valid for 10 years. (Check into renewal process by 10/9/2008, which is one year prior to the use deadline.) The mark should be used in Mexico by October 9, 2009 and not be interrupted for more than 3 consecutive years or the registration will become vulnerable to cancellation. History: Registration expires 12-23-02 Ten year renewal period. Notation of "MARCA REGISTRADA" or "MARC.REG." should be used in connection with the services protected by this Certificate. 05-03-02 – Reed. notification to renew mark – contacting V. Taylor re: status. 10-01-02 – E-mail from V. Taylor indicating that we need to file new application prior to expiration of current registration. Allowed to expire due to lack of use. 01-02-03 – Kilpatrick Stockton requested Mexico Counsel to file new application for word mark	10/9/2008
MEXICO FAZOL'S (design)	Application No. 582577, filed 1/7/03 Registration No. 829869	Registered from 1/7/03 to 1/7/13	1/7/2003	1/7/2013	The mark should be used in Mexico by October 9, 2009 and not be interrupted for more than 3 consecutive years or the registration will become vulnerable to cancellation. Follow-up on use one year prior to deadline.	10/9/2008
NEW ZEALAND FAZOL'S (word)	Application and Registration No. 22397506-23-92 priority filing date claimed. Assigned to FMI on 11-03-99. Renewal thru 06-23-13	Mark renewed on June 23, 1999 – will remain in effect until June 23, 2013	6/23/1999	6/23/2013	Subsequent 14 year renewal periods (did not show use for renewal – vulnerable if challenged). Check into renewal process by 6/23/2012 which is one year prior to expiration date.	6/23/2012

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PHILIPPINES FAZOLI'S (word)	Application No. 4-1998-02608, filed 04-13-98 Registration No. 4-1998-02608 International Class 42	Registered for ten years from 12/14/2003 to 12/14/2013. Affidavit of Use due by 12/14/2009.	12/14/2003	12/14/2013	Registration complete. An Affidavit of Use must be filed by 12/14/2009. Start process for filing affidavit of use on 12/14/2008. History: Declaration of Use due 04-13-01; 08-11-03 Received notice from VT at KS that payment was made for the allowance and publication fees to register this mark.	12/14/2008
PHILIPPINES FAZOLI'S ITALIAN FOOD...FAST (design)	Application No. 4-1998-02609 Registration No. 4-1998-02609 International Class 42	Registered for ten years from 12/14/2003 to 12/14/2013. Affidavit of Use due by 12/14/2009.	12/14/2003	12/14/2013	Registration complete. An Affidavit of Use must be filed by 12/14/2009. Start process for filing affidavit of use on 12/14/2008. History: Declaration of Use due 04-13-01; 08-11-03 Received notice from VT at KS that payment was made for the allowance and publication fees to register this mark.	12/14/2008
PHILIPPINES REAL ITALIAN. REAL FAST.	Application No. 4-2000-0010315, filed 12-18- 00 Registration No. 4-2000-010315, dated 5- 30-03	Registered for ten years for the period from May 30, 2003 to May 29, 2013, unless sooner cancelled in accordance with laws and regulations	5/30/2003	5/29/2013	A Certificate of Registration was received on March 10, 2006. An Affidavit of Use must be filed no later than 05/30/2009 in order to maintain this registration.	5/30/2008
PHILIPPINES SUBMARINOS	Application No. 4-2000-0010316, filed 12-18- 00 Registration No. 4-2000-010316, dated 3- 11-2004	Registered for ten years from 03/11/2004 to 3/11/2014. Affidavit of Use must be filed by 3/11/2010.	3/11/2004	3/11/2014	Registration complete. An Affidavit of Use must be filed no later than 03/11/2010 in order to maintain this registration. Begin process on 3/11/2009 to file this affidavit. History: Specimens and Declaration of Actual Use sent to KS 12/10/03 for filing by 12/18/03 deadline. POA due 03-16-01. Statement of Use to be filed. 03-08-02 - letter from V Taylor re: Official Action - "Submarinos" not likely to be confused with mark "Mr. Submarine" - response due March 31, 2002, 05-01-02 - e-mailed Liz wanting to request status update from Virginia; F13605-02-02 - V Taylor waiting for further correspondence	3/11/2009

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SINGAPORE FAZOLI'S (word)	Registration No. T 92/09948/92, dated 12-29-92. Assigned to FMI as of 04-01-96 (filed 01-13-99)	Renewed from 12/29/02 to 12/29/12. Originally Registered from 12-29-92 to 12-29-02	12/29/1992		Registration expires 12-29-02. Renewal must be filed prior to that date and every 10th year thereafter. Use requirements are similar to Hong Kong. Maintenance of good records regarding "special circumstances in the trade" as to why use has not commenced is needed to support bona fide intent to use. Five years of continuous non-use may be interpreted to indicate that a bona fide intent to use does not exist. As with Hong Kong, management should document in the minutes, Board resolutions or company reports the effort being made to open restaurants with reasons for delay, at least once a year. 12-16-02 – Kilpatrick Stockton authorized Singapore Counsel to renew registration. Received original renewal certificate from VT @ KS 3/24/03.	
SINGAPORE FAZOLI'S ITALIAN FOOD...FAST (design)	Application No. 198/00697Z Registration No. 198/00697Z, dated 01-24-98	Registered from 01-24-98 to 01-24-08	1/24/1998	1/24/2008	Mark should be used on 01-24-03 or the registration will become vulnerable to cancellation	
TAIWAN FAZOLI'S (word)	Application No. 87013709 Registration No. 107049	Registration from 02-01-99 to 01-31-09	2/1/1999	1/31/2009	Mark should be used by 01-31-02 and should not be interrupted for 3 consecutive years. Registration expiration: 01-31-0910 year renewal period	
TAIWAN FAZOLI'S ITALIAN FOOD...FAST (design)	Application No. 87013710 Registration No. 109113	Registration from 04-16-99 to 01-31-09	4/16/1999	1/31/2009	Mark should be used by 01-31-02 and should not be interrupted for 3 consecutive years Registration expiration: 01-31-0910 year renewal period	
THAILAND FAZOLI'S (word)	Application No. 357407 Registration No. Bor 7951	Registration from 04-01-98 to 03-31-08	4/1/1998	3/31/2008	Registration expires on 03-31-08 10 year renewal periods, renewal must be filed 3 months before expiration Mark must be used by 03-31-01	
THAILAND FAZOLI'S ITALIAN FOOD...FAST (design)	Application No. 357408 Registration No. Bor 7952	Registration from 04-01-98 to 03-31-08	4/1/1998	3/31/2008	Registration expires on 03-31-08 10 year renewal periods, renewal must be filed 3 months before expiration Mark must be used by 03-31-01	
UNITED KINGDOM FAZOLI'S (word)	Registration No. 1522141, filed 12-23-92 Assigned to FMI on 11-27-99. Renewed on 12-23-99	Renewed from 12-23-99 to 12-23-09	12/23/1999	12/23/2009	Registration expires on 12-23-09 10 year renewal period	

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VENEZUALA FAZOLI'S (word)	Application No. 26348-05, filed 11-25-05 IC 43	Pending Application	Pending	Pending	Per Mike Rafter, as of 5-2-06, our application to register was published for opposition in the Official Bulletin No. 477 dated February 16, 2006. If not opposed, the mark will be examined for registrability.	Pending

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

See attached.

Service Agreements, License Agreements and Marketing Agreements

Document Name	Party	Fazoli's Entity	Dated	Licensed IP of Option	Royalty Payments	Exclusive / Non-Exclusive
Intercompany Management Service Agreement		By and between Fazoli's System Management, LLC and Fazoli's Restaurants, LLC	04/01/96	All proprietary marks	7.6% of gross revenue (adjusted annually)	Non-Exclusive
Intercompany Management Service Agreement		By and between Fazoli's System Management, LLC and Fazoli's Franchising Systems, LLC	04/01/96	Right to franchise and license third parties to use proprietary marks (not a license to use)	68% of gross revenue (adjusted annually)	Exclusive
Intercompany Management Service Agreement		By and between Fazoli's System Management, LLC and Fazoli's Joint Venture, Ltd.	04/01/96	All proprietary marks	7.6% of gross revenue (adjusted annually)	Non-Exclusive
License Agreement	Fazoli's-Nellis, LLC	Fazoli's System Management, LLC	07/26/96	Service Marks and Trade Dress	None	Exclusive
Marketing Agreement	Advantage Company	Fazoli's Restaurant Group, Inc.	11/20/97	Option to market remaining merchandise to Fazoli's employees	N/A	N/A
Marketing Agreement	Fishbowl, Inc.	Fazoli's System Management, LLC; Fazoli's Franchising Systems, LLC, Fazoli's Restaurants, LLC; and Fazoli's Joint Venture, Ltd.	03/25/06	Service marks (for use in connection with provision of service)	None	Non-Exclusive