

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
The Round Table Franchise Corporation		02/28/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1258761	GUINEVERE'S GARDEN DELIGHT
Registration Number:	1074693	KING ARTHUR'S SUPREME
Registration Number:	1259573	MONTAGUE'S ALL MEAT MARVEL
Registration Number:	1516855	ONE OF THE LAST HONEST PIZZAS
Registration Number:	0974138	ROUND TABLE
Registration Number:	2490356	ROUND TABLE PIZZA
Registration Number:	2490346	ROUND TABLE PIZZA & DESIGN
Registration Number:	2137006	THE LAST HONEST PIZZA
Registration Number:	1273769	THE RT PIZZA SANDWICH

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2647

OP \$240.00 1258761

Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0376
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	03/02/2007

Total Attachments: 14

source=Round Table Trademark Agreement#page1.tif
source=Round Table Trademark Agreement#page2.tif
source=Round Table Trademark Agreement#page3.tif
source=Round Table Trademark Agreement#page4.tif
source=Round Table Trademark Agreement#page5.tif
source=Round Table Trademark Agreement#page6.tif
source=Round Table Trademark Agreement#page7.tif
source=Round Table Trademark Agreement#page8.tif
source=Round Table Trademark Agreement#page9.tif
source=Round Table Trademark Agreement#page10.tif
source=Round Table Trademark Agreement#page11.tif
source=Round Table Trademark Agreement#page12.tif
source=Round Table Trademark Agreement#page13.tif
source=Round Table Trademark Agreement#page14.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,
THE ROUND TABLE FRANCHISE
CORPORATION
as a Grantor

By: Keith Davis
Name: Keith Davis
Title: cfo

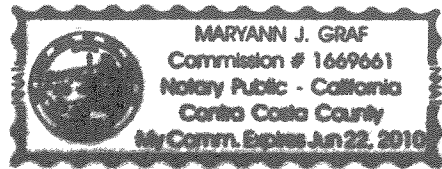
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of CONTRA COSTA } ss.

On 2/15/07 before me, MARYANN GRAF **NOTARY PUBLIC**
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared D. KEITH DAVIS
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK SECURITY AGREEMENT

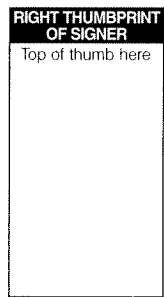
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: D. KEITH DAVIS

- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: THE ROUND TABLE FRANCHISE CORPORATION

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: **Kelly A. Hallford**
Title: **Authorized Signatory**

Schedule I
to
Trademark Security Agreement
Trademark Registrations



See attached.

Round Table Pizza Franchise Corporation
 Trademark Portfolio and Status Summary
 (Updated: February 15, 2007)

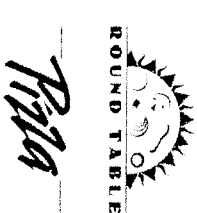
ACTIVE REGISTRATIONS

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
GUINEVERE'S GARDEN DELIGHT	United States	1,258,761	November 22, 1983	Pizza for consumption on or off the premises in Class 30	REGISTERED Renewal due November 22, 2013.
KING ARTHUR'S SUPREME	United States	1,074,693	October 4, 1977	Pizza for consumption on or off the premises in Class 30	REGISTERED Renewal due October 4, 2007.
MONTAGUE'S ALL MEAT MARVEL	United States	1,259,573	November 29, 1983	Pizza for consumption on or off the premises in Class 30	REGISTERED Renewal due November 29, 2013.
ONE OF THE LAST HONEST PIZZAS	United States	1,516,855	December 13, 1988	Restaurant services in Class 42	REGISTERED Renewal due December 13, 2008.
ROUND TABLE	United States	974,138	November 27, 1973	Restaurant services in Class 42	REGISTERED Renewal due November 27, 2013.

Round Table Pizza Franchise Corporation
 Trademark Portfolio and Status Summary
 (Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
 ROUND TABLE PIZZA and Design	United States	2,490,356	September 18, 2001	Chicken; chicken wings; salads, namely, fruit, garden and vegetable salads; pork ribs, cooked vegetables, all for consumption on and off the premises in Class 29 Bread sticks; bread stuffing; pasta; pizza; all for consumption on and off the premises in Class 30 Restaurant services in Class 42	REGISTERED Declaration of Use due September 18, 2007.
 ROUND TABLE PIZZA and Design	United States	2,490,346	September 18, 2001	Chicken; chicken wings; salads, namely, fruit, garden and vegetable salads; pork ribs, cooked vegetables, all for consumption on and off the premises in Class 29 Bread sticks; bread stuffing; pasta; pizza; all for consumption on and off the premises in Class 30 Restaurant services in Class 42	REGISTERED Declaration of Use due September 18, 2007.

Round Table Pizza Franchise Corporation
Trademark Portfolio and Status Summary
 (Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
THE LAST HONEST PIZZA	United States	2,137,006	February 17, 1998	Pizza for consumption on or off the premises in Class 30	REGISTERED Renewal due February 17, 2008.
THE RT PIZZA SANDWICH	United States	1,273,769	April 10, 1984	Sandwiches for consumption on or off the premises in Class 30	REGISTERED Renewal due April 10, 2014.
THE ROUND TABLE	California	5510	December 10, 1998	Operating pizza parlors and the sale of pizzas, sandwiches, salads, hamburgers and beverages in Class 42	REGISTERED Renewal due December 10, 2008.
ROUND TABLE	California	15701	December 23, 1998	Pizza parlor food products including pizzas, sandwiches, salads, hamburgers and beverages in Class 29	REGISTERED Renewal due December 23, 2008.
ROUND TABLE PIZZA and Design	China	967769	March 21, 1997	Restaurant services in Class 42	REGISTERED Renewal due March 20, 2007. <i>Instructions sent to Chinese counsel.</i>
					
ROUND TABLE	Egypt	59241	June 25, 1981	Italian food and particularly pizzas falling in Class 30	REGISTERED Renewal due June 24, 2011.

Round Table Pizza Franchise Corporation
Trademark Portfolio and Status Summary
 (Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
ROUND TABLE	European Community	192740	April 1, 1996	Pizza, sandwiches and pasta in Class 30 Beverages in Class 32 Restaurant services in Class 42	REGISTERED Renewal due April 1, 2016.
ROUND TABLE and Design	Indonesia	257554 (Class 29 Renewal No. IDM000009227)	January 22, 1990	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetable; jellies, janes, eggs, milk and other dairy products; edible oils and fats; preserves, pickles, meat product in Class 29	REGISTERED Renewed in Class 29. Awaiting renewal for Class 30. Renewal due January 22, 2010.
ROUND TABLE	Japan	3265727	February 24, 1997	Sandwiches, pizza, meat pies, ravioli in Class 30	REGISTERED Renewal due February 24, 2007.
ROUND TABLE (in Katakana)	Japan	1487070	November 27, 1981	Meat, eggs, edible aquatic animals, frozen vegetables, frozen fruits in Class 29 Pizza, sandwiches, unroasted coffee in Class 30	REGISTERED Second Installment of Renewal fee due November 27, 2006. <i>Instructions sent to Japanese counsel.</i>

Round Table Pizza Franchise Corporation

Trademark Portfolio and Status Summary

(Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
Three Flags Design (color)	Japan	2357517	December 25, 1991	Tea, coffee, cocoa in Class 30	REGISTERED Second Installment of Renewal fee due December 25, 2006. <i>Instructions sent to Japanese counsel.</i>
CALIFORNIA ROUND TABLE PIZZA and Design	Jordan	36192	June 23, 1994	Biscuits and chocolate, tapioca; sago; artificial flour and preparations made from cereals, bread, pastry and confectionery; ices; honey; treacle; yeast; baking-powder, salt; mustard; vinegar; sauces (condiments); spices; ice and all goods included in Class 30	REGISTERED Renewal due June 23, 2011.
ROUND TABLE	Jordan	35450	July 24, 1994	Biscuits and chocolate, tapioca; sago; artificial flour and preparations made from cereals, bread, pastry and confectionery; ices; honey; treacle; yeast; baking-powder, salt; mustard; vinegar; sauces (condiments); spices; ice and all goods included in Class 30	REGISTERED Renewal due July 24, 2011.

Round Table Pizza Franchise Corporation
Trademark Portfolio and Status Summary
 (Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
ROUND	Korea	15192	November 29, 2011	Restaurant business; quick lunch room business; snack bar business in Class 42	REGISTERED Renewal due November 29, 2011.
ROUND (in Korean characters)	Korea	15193	November 29, 2011	Restaurant business; quick lunch room business; snack bar business in Class 42	REGISTERED Renewal due November 29, 2011.
ROUND TABLE	Korea	215315	June 18, 1991	Pizza; noodle; instant noodles; cold buckwheat noodle; thin knead paste for bun; food packed in lunch-box; sandwich; toast; hot dog; mung-bean pancakes in Class 30	REGISTERED Renewal due June 18, 2011.
ROUND TABLE (in Korean characters)	Korea	215314	June 18, 1991	Pizza; noodle; instant noodles; cold buckwheat noodle; thin knead paste for bun; food packed in lunch-box; sandwich; toast; hot dog; mung-bean pancakes in Class 30	REGISTERED Renewal due June 18, 2011.
ROUND TABLE	Korea	12425	October 12, 1990	Restaurant services in Class 42	REGISTERED Renewal due October 12, 2010.
ROUND TABLE (in Korean characters)	Korea	12928	November 26, 1990	Restaurant services in Class 42	REGISTERED Renewal due November 26, 2010.

Round Table Pizza Franchise Corporation
Trademark Portfolio and Status Summary
 (Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
ROUND TABLE	Saudi Arabia	251/7	August 8, 1990	Restaurant services in Class 43	REGISTERED Renewal due January 1, 2010.
ROUND TABLE	Taiwan	2761	October 1, 1979	Restaurant services in Taiwan Class 7	REGISTERED Renewal due September 30, 2009.
GUINEVERE'S GARDEN DELIGHT	Taiwan	379269	October 16, 1987	Preserved fruits, candies, biscuits, cookies, bread, pastries, bakery products, pizza and calzone in Taiwan Class 26	REGISTERED Renewal due October 15, 2007.
KING ARTHUR'S SUPREME	Taiwan	379268	October 16, 1987	Preserved fruits, candies, biscuits, cookies, bread, pastries, bakery products, pizza and calzone in Taiwan Class 26	REGISTERED Renewal due October 15, 2007.
KNIGHTS OF THE ROUND TABLE (in Chinese characters)	Taiwan	26793	October 1, 1987	Restaurant services in Taiwan Class 7	REGISTERED Renewal due September 30, 2007.
ROUND TABLE	Taiwan	382478	November 16, 1987	Preserved fruits, candies, biscuits, cookies, bread, pastries, bakery products, pizza and calzone in Taiwan Class 26	REGISTERED Renewal due November 15, 2007.

Round Table Pizza Franchise Corporation

Trademark Portfolio and Status Summary

(Updated: February 15, 2007)

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	GOODS/SERVICES	STATUS
ROUND TABLE (in English and Chinese characters)	Taiwan	400784	May 16, 1988	Preserved fruits, candies, biscuits, cookies, bread, pastries, bakery products, pizza and calzone in Taiwan Class 24	REGISTERED Renewal due November 15, 2007.

TRADEMARK

REEL: 003491 FRAME: 0911