# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Collateral Security and Pledge Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| RUI One Corp. | | 10/29/2007 | CORPORATION: MINNESOTA |
| Pacific Coast Restaurants, Inc. | | 10/29/2007 | CORPORATION: OREGON |
| Restaurants Unlimited, Inc. | | 10/29/2007 | CORPORATION: WASHINGTON |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Cratos Capital Management, LLC, as Administrative Agent |
| Street Address: | 3440 PRESTON RIDGE ROAD |
| Internal Address: | SUITE 350 |
| City: | ALPHARETTA |
| State/Country: | GEORGIA |
| Postal Code: | 30005 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 53

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 78517706 | NEWPORT SEAFOOD GRILL |
| Serial Number: | 78933110 | PACIFIC COAST'S MARINA FISH HOUSE AT RIVERPLACE |
| Registration Number: | 2994502 | HENRY'S 12TH STREET TAVERN |
| Registration Number: | 2968727 | HENRY'S 12TH STREET TAVERN AMERICAN BAR & GRILL |
| Registration Number: | 2964951 | PORTLAND STEAK & CHOPHOUSE |
| Registration Number: | 2804917 | PORTLAND CITY GRILL |
| Registration Number: | 2740747 | MANZANA ROTISSERIE GRILL |
| Registration Number: | 2299835 | THE ART OF WOOD FIRE GRILLING |
| Registration Number: | 2139837 | PORTLAND STEAK & CHOPHOUSE |
| Registration Number: | 1640692 | MONTEREY KRUSE BURGER |
| Registration Number: | 1805608 | BILLY HEARTBEATS |
| Registration Number: | 1714549 | PORTLAND DELI COMPANY |

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|---|---|---|
| Registration Number: | 1693690 | NEWPORT BAY RESTAURANT A SEAFOOD CAFE |
| Registration Number: | 1735425 | STANFORD'S RESTAURANT & BAR |
| Registration Number: | 1476324 | APPROVED BY THE STURGEON GENERAL |
| Registration Number: | 1357372 | NEWPORT BAY RESTAURANT SEAFOOD-BROILER |
| Registration Number: | 1529060 | WELCOME TO FIN-LAND |
| Registration Number: | 1549571 | OUR REPUTATION IS ON THE LINE EVERY DAY. |
| Registration Number: | 1286602 | NEWPORT BAY RESTAURANT |
| Registration Number: | 1648262 | SALINAS CREAMED SPINACH & ARTICHOKE DIP |
| Registration Number: | 1643753 | SANTA ROSA CHICKEN |
| Serial Number: | 78486508 | NEWPORT FISH HOUSE |
| Serial Number: | 78275692 | HENRY'S TAVERN AN AMERICAN BAR & GRILL |
| Serial Number: | 76413913 | SCOTTSDALE CITY GRILL |
| Serial Number: | 76290810 | SCOTTSDALE CHOPHOUSE |
| Serial Number: | 75129414 | I'LL BE BACK |
| Registration Number: | 1732249 | PORTLAND YOGURT COMPANY |
| Serial Number: | 74193573 | PACIFIC COAST RESTAURANTS |
| Registration Number: | 1659184 | NEWPORT BAY RESTAURANT AN AMERICAN CAFE |
| Registration Number: | 1659183 | NEWPORT BAY RESTAURANT AN AMERICAN CAFE |
| Registration Number: | 1645706 | PORTLAND DELI COMPANY |
| Serial Number: | 74055909 | CAMPBELL RIVER CAFE |
| Serial Number: | 74055908 | MOVIE MOVIE CAFE |
| Registration Number: | 1374316 | WHERE FRESH SEAFOOD COMES ASHORE |
| Registration Number: | 1440265 | "WHERE FRESH SEAFOOD COMES ASHORE" |
| Serial Number: | 74309402 | RUBY HEARTBEATS |
| Registration Number: | 1317422 | CUTTERS |
| Registration Number: | 0966737 | HORATIO'S |
| Registration Number: | 1827821 | KINCAID'S |
| Registration Number: | 1732203 | PALISADE |
| Registration Number: | 2174034 | PALOMINO |
| Registration Number: | 2008261 | PALOMINO |
| Registration Number: | 1626442 | PALOMINO |
| Registration Number: | 2246460 | RESTAURANTS UNLIMITED |
| Registration Number: | 1150718 | SIMON & SEAFORT'S |
| Registration Number: | 3259686 | CUTTERS POINT |
| Serial Number: | 78750895 | KINCAID'S GRILL |

| | | |
|---|---|---|
| Serial Number: | 78721528 | QUATTRO GATTI MOZZARELLA FRESCA |
| Registration Number: | 3283645 | FONDI |
| Registration Number: | 3276983 | FONDI |
| Registration Number: | 3280742 | FONDI PIZZERIA SENZA PARI |
| Registration Number: | 3280743 | FONDI PIZZERIA SENZA PARI |
| Registration Number: | 1160427 | SIMON & SEAFORT'S SALOON & GRILL |

CORRESPONDENCE DATA


Fax Number: (617)951-8736

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-951-8000

Email: jennifer.kagan@bingham.com

Correspondent Name: Jennifer Kagan

Address Line 1: Bingham McCutchen LLP

Address Line 2: 150 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 3004970/0000324521 |
| NAME OF SUBMITTER: | Jennifer Kagan |
| Signature: | /jenniferkagan/ |
| Date: | 11/05/2007 |

Total Attachments: 8

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# TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Trademark Agreement") dated as of October 29, 2007, by and among RUI One Corp., a Minnesota corporation ("RUI One"), Pacific Coast Restaurants, Inc., an Oregon corporation ("Pacific Coast") and Restaurants Unlimited, Inc., a Washington corporation ("Parent" or a "Grantor", and collectively with RUI One and Pacific Coast, the "Grantors"), and Cratos Capital Management, LLC, a Delaware limited liability company, as Administrative Agent (hereinafter, in such capacity, together with its successors and assigns in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to the Credit Agreement dated as of October 29, 2007 (as amended and in effect from time to time, the "Credit Agreement"), among the Grantors, the Lenders, the Agent and General Electric Capital Corporation, as Documentation Agent.

**WHEREAS**, it is a condition precedent to the Lenders making any loans under the Credit Agreement that the Grantor executes and delivers to the Agent, for the benefit of the Lenders and the Agent, a trademark agreement in substantially the form hereof; and

**WHEREAS**, the Grantor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Grantor's personal property and fixture assets, including without limitation (i) the U.S. trademark and service mark registrations owned by Grantor and listed on Schedule A attached hereto, (ii) the trademark and service mark registration applications filed by Grantor and listed on Schedule A attached hereto, (iii) all other trademarks and service marks now owned or hereafter acquired, whether or not registered with the United States Patent and Trademark Office, and (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable (in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof) (collectively, the "Trademark Collateral"), all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Grantor hereby grants to the Agent, for the benefit of the Lenders and the Agent, and notice is hereby given that the Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a first priority security interest in the Trademark Collateral, all in accordance with the terms and conditions of the Security Agreement.

2. The Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States, and any other applicable government officer, record this Trademark Agreement.

3. Grantor hereby authorizes the Agent (i) to modify this Trademark Agreement, without the necessity of the Grantor's further approval or signature, by amending Exhibit A hereto to include any other registered trademarks or service marks, or applications for trademark or service mark registration, in which the Grantor hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Agent's security interest in any such right, title or interest of the Grantor (including but not limited to recording any such amended Trademark Agreement with the United States Patent and Trademark Office).

4. This Trademark Agreement is supplemental to the provisions contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Trademark Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

RUI ONE CORP.

By: _____
Name: Robert Nowlin
Title: Secretary

PACIFIC COAST RESTAURANTS, INC.

By: _____
Name: Robert Nowlin
Title: Vice President

RESTAURANTS UNLIMITED, INC.

By: _____
Name: Robert Nowlin
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

CRATOS CAPITAL MANAGEMENT, LLC
As Agent

By: Cratos Capital Partners, LLC
Its Manager

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# SCHEDULE A

## Trademarks and Trademark Registrations

| TRADEMARK | SERIAL NUMBER | FILING DATE | REGISTRATION NUMBER | REGISTRATION DATE/STATUS | TYPE OF MARK |
|---|---|---|---|---|---|
| Newport Seafood Grill | 78517706 | 11/16/2004 | Application Pending | Application Pending | Service Mark |
| Pacific Coast's Marina Fish House at Riverplace | 78933110 | 07/19/2006 | None | None/Active | Service Mark |
| Henry's 12th Street Tavern | 78359371 | 01/29/2004 | 2994502 | 09/13/2005/Active | Service Mark |
| Henry's 12th Street Tavern American Bar & Grill | 78359368 | 01/29/2004 | 2968727 | 07/12/2005/Active | Service Mark |
| Portland Steak & Chophouse | 78278993 | 07/25/2003 | 2964951 | 07/05/2005/Active | Service Mark |
| Portland City Grill | 78206570 | 01/23/2003 | 2804917 | 01/13/2004/Active | Service Mark |
| Manzana Rotisserie Grill | 76293220 | 07/31/2001 | 2740747 | 07/22/2003/Active | Service Mark |
| The Art of Wood Fire Grilling | 75561518 | 09/29/1998 | 2299835 | 12/14/1999/Active | Service Mark |
| Portland Steak & Chophouse | 75129413 | 07/03/1996 | 2139837 | 02/24/1998/Active | Service Mark |
| Monterey Kruse Burger | 74055937 | 05/04/1990 | 1640692 | 04/09/1991/Active | Trademark |
| Billy Heartbeats | 74328388 | 11/05/1992 | 1805608 | 11/16/1993/Active | Service Mark |
| Portland Deli Company | 74234152 | 12/30/1991 | 1714549 | 09/08/1992/Active | Service Mark |
| Newport Bay Restaurant A Seafood Café | 74140747 | 02/20/1991 | 1693690 | 06/09/1992/Active | Service Mark |
| Stanford's Restaurant & Bar | 74055945 | 05/04/1990 | 1735425 | 11/24/1992/Active | Service Mark |
| Approved by the Sturgeon General | 73661846 | 05/20/1987 | 1476324 | 02/09/1988/Active | Service Mark |
| Newport Bay Restaurant Seafood-Broiler | 73521665 | 02/11/1985 | 1357372 | 08/27/1985/Active | Service Mark |
| Welcome to Fin-Land | 73738333 | 07/05/1988 | 1529060 | 03/07/1989/Active | Service Mark |

| TRADEMARK | SERIAL NUMBER | FILING DATE | REGISTRATION NUMBER | REGISTRATION DATE/STATUS | TYPE OF MARK |
|---|---|---|---|---|---|
| Our Reputation is on the Line Every Day | 73699446 | 12/07/1987 | 1549571 | 07/25/1989/Active | Service Mark |
| Newport Bay Restaurant | 73422089 | 04/18/1983 | 1286602 | 07/17/1984/Active | Service Mark |
| Salinas Creamed Spinach & Artichoke Dip | 74055940 | 05/04/1990 | 1648262 | 06/18/1991/Active | Trademark |
| Santa Rosa Chicken | 74055944 | 05/04/1990 | 1643753 | 05/07/1991/Active | Trademark |
| Newport Fish House | 78486508 | 09/20/2004 | None | None/Inactive | Service Mark |
| Henry's Tavern an American Bar & Grill | 78275692 | 07/17/2003 | None | None/Inactive | Service Mark |
| Scottsdale City Grill | 76413913 | 05/31/2002 | None | None/Inactive | Service Mark |
| Scottsdale Chophouse | 76290810 | 07/25/2001 | None | None/Inactive | Service Mark |
| I'll Be Back | 75129414 | 07/03/1996 | None | None/Inactive | Service Mark |
| Portland Yogurt Company | 74278247 | 05/26/1992 | 1732249 | 11/10/1992/Inactive | Service Mark |
| Pacific Coast Restaurants | 74193573 | 08/12/1991 | None | None/Inactive | Service Mark |
| Newport Bay Restaurant An American Café | 74095616 | 09/10/1990 | 1659184 | 10/01/1991/Inactive | Service Mark |
| Newport Bay Restaurant An American Café | 74095615 | 09/10/1990 | 1659183 | 10/01/1991/Inactive | Service Mark |
| Portland Deli Company | 74062604 | 05/25/1990 | 1645706 | 05/21/1991/Inactive | Service Mark |
| Campbell River Café | 74055909 | 05/04/1990 | None | None/Inactive | Service Mark |
| Movie Movie Café | 74055908 | 05/04/1990 | None | None/Inactive | Service Mark |
| Where Fresh Seafood Comes Ashore | 3501297 | 9/27/1984 | 1374316 | 12/3/1985/Active | Service Mark |
| Where Fresh Seafood Comes Ashore | 73603232 | 06/09/1986 | 1440265 | 05/19/1987/Inactive | Service Mark |

| TRADEMARK | SERIAL NUMBER | FILING DATE | REGISTRATION NUMBER | REGISTRATION DATE/STATUS | TYPE OF MARK |
|---|---|---|---|---|---|
| Ruby Heartbeats | 74309402 | 08/21/1992 | None | None/Inactive | Service Mark |
| Clinkerdagger (Washington) | | | 26,517 | 11/17/1997 | Service Mark |
| Cutters | 73/481,348 | 5/21/1984 | 1,317,422 | 1/29/1985 | Service Mark |
| Horatio's | 72/431,342 | 7/31/1972 | 966,737 | 8/21/1973 | Service Mark |
| Kincaid's | 74/278,219 | 5/20/1992 | 1,827,821 | 3/22/1994 | Service Mark |
| Maggie Bluffs (Washington) | | | 26,511 | 11/17/1997 | Service Mark |
| Palisade | 74/139,742 | 2/15/1991 | 1,732,203 | 11/10/1992 | Service Mark |
| Palomino | 75/977,098 | 4/7/1995 | 2,174,034 | 7/14/1998 | Trademark |
| Palomino | 75/006,255 | 10/16/1995 | 2,008,261 | 10/15/1996 | Service Mark |
| Palomino & Design | 74/031,399 | 2/21/1990 | 1,626,442 | 12/4/1990 | Service Mark |
| Restaurants Unlimited & Design (Canada) | 1,028,19200 | 9/9/1999 | TMA453,150 | 3/27/2001 | Service Mark |
| Restaurants Unlimited & Design (USA) | 75/217,285 | 12/20/1996 | 2,246,460 | 5/18/1999 | Service Mark |
| Ryan's (Hawaii) | | | 207,851 | 6/9/1997 | Service Mark |
| Ryan's Grill at Ward Centre (Hawaii) | | | 162,499 | 4/23/1993 | Service Mark |
| Scott's (Washington) | | 2/14/1985 | 15,572 | 2/4/1985 | Service Mark |
| Simon & Seafort's | 73/216,488 | 5/21/1979 | 1,150,718 | 4/7/1981 | Service Mark |
| Skates (California) | | | 041,130 | 11/13/1992 | Service Mark |

| TRADEMARK | SERIAL NUMBER | FILING DATE | REGISTRATION NUMBER | REGISTRATION DATE/STATUS | TYPE OF MARK |
|---|---|---|---|---|---|
| Stanley & Seaforts (Washington) | | | 21,413 | 5/21/1992 | Service Mark |
| Cutter's Point[1] | 76420851 | 6/13/02 | 3259686 | 7/10/07 | Trademark |
| Kincaids Grill | 78750895 | 11/9/05 | | | Service Mark |
| Quattro Gatti Mozzarella Fresca Design[2] | 78721528 | 9/27/05 | Application Pending | Application Pending | Trademark |
| Fondi | 78662318 | 7/1/05 | 3283645 | 8/21/07 | Service Mark |
| Fondi | 78662322 | 7/1/05 | 3276983 | 8/7/07 | Service Mark |
| Fondi Pizzeria Sensa Pari & Design | 78720809 | 9/26/05 | 3280742 | 8/14/07 | Service Mark |
| Fondi Pizzeria Sensa Pari & Design | 78720833 | 9/26/05 | 3280743 | 8/14/07 | Service Mark |
| Simon & Seafort's Saloon & Grill (Design) | 73216487 | 5/21/79 | 1160427 | 7/7/81 | Service Mark |

[1] This trademark is licensed to a third party.

[2] This application is being contested by Mozzarella manufacturers.