

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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 Second Lien 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

OP \$1340.00 78517706

Registration Number:	1693690	NEWPORT BAY RESTAURANT A SEAFOOD CAFE
Registration Number:	1735425	STANFORD'S RESTAURANT & BAR
Registration Number:	1476324	APPROVED BY THE SURGEON 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

TRADEMARK

REEL: 003654 FRAME: 0661

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
source=RUI 2nd Lien Trademark Security Agt#page1.tif
source=RUI 2nd Lien Trademark Security Agt#page2.tif
source=RUI 2nd Lien Trademark Security Agt#page3.tif
source=RUI 2nd Lien Trademark Security Agt#page4.tif
source=RUI 2nd Lien Trademark Security Agt#page5.tif
source=RUI 2nd Lien Trademark Security Agt#page6.tif
source=RUI 2nd Lien Trademark Security Agt#page7.tif
source=RUI 2nd Lien Trademark Security Agt#page8.tif

**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 Second Lien Credit Agreement dated as of October 29, 2007 (as amended and in effect from time to time, the “Second Lien Credit Agreement”), among the Grantors, the Lenders and the Agent.

WHEREAS, it is a condition precedent to the Lenders making any loans under the Second Lien 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 Second Lien 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 Second Lien 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

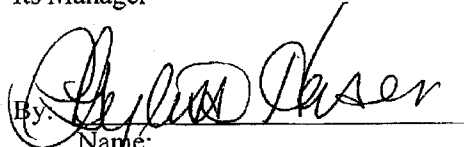
RESTAURANTS UNLIMITED, INC.

By: 
Name: Robert Nowlin
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

CRATOS CAPITAL MANAGEMENT, LLC
As Agent

By: Cratos Capital Partners, LLC
Its Manager

By: 
Name:
Title:

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003654 FRAME: 0666

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 Surgeon 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 Finland	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 & Seafort's (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.