

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
SKYTIME, INC.		12/14/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	NATIONAL CITY BANK		
Street Address:	1900 E. Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1971140	CINCINNATI RECIPE	
Registration Number:	1452360	CINCINNATI RECIPE	
Registration Number:	1492490	HOOK & LADDER	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 467-8800		
Email:	iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 1008		
Address Line 2:	IPLAW@VORYS		
Address Line 4:	Columbus, OHIO 43216-1008		
ATTORNEY DOCKET NUMBER:	SKYTIME SECURITY FILING		
NAME OF SUBMITTER:	Joan C. Makley		

CH \$90.00 1971140

Signature:

/Joan C. Makley/

Date:

01/23/2008

Total Attachments: 5

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FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of December 14, 2007 (the "Effective Date"), by and between SKYTIME, INC., an Ohio corporation ("Debtor"), and NATIONAL CITY BANK, a national banking association, successor by merger to The Provident Bank, an Ohio banking corporation, as Agent (together with any Successor agent, "Agent"), for the benefit of for the benefit of the Secured Creditors (as defined below), is as follows:

Preliminary Statements

A. Skyline Chili, Inc., an Ohio corporation ("Borrower"), Agent and Lenders (as defined in the Credit Agreement defined below) were parties to a Credit Agreement, dated as of April 28, 1998, which was amended and restated by an Amended and Restated Credit Agreement, dated January 20, 2004, among Borrower, Agent and Lenders, and which was further amended and restated by a Second Amended and Restated Credit Agreement, dated as of October 28, 2005, among Borrower, Agent and Lenders (collectively, the "Existing Credit Agreement") (Agent and Lenders are sometimes collectively referred to herein as "Secured Creditors").

B. Debtor and other Guarantors executed and delivered a guaranty to Agent, dated as of April 28, 1998, which was amended and restated by an Amended and Restated Guaranty, dated January 20, 2004, by Guarantors, and which was further amended and restated by a Second Amended and Restated Credit Agreement, dated as of October 28, 2005, by Guarantors (collectively, the "Existing Guaranty");

C. The obligations of Debtor under the Existing Guaranty are secured by, among other things, a Trademark Security Agreement, dated as of April 28, 1998, by Debtor for the benefit of Secured Creditors (the "Existing Trademark Security Agreement").

D. Skyline Chili, LLC, an Ohio limited liability company, Borrower, Agent and Lenders are entering into a Third Amended and Restated Credit Agreement of even date herewith (the "Amended Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety (the Existing Credit Agreement, as amended and restated by the Amended Credit Agreement, being called the "Credit Agreement"). Any capitalized term used, but not defined in this Amendment, will have the meaning given to it in the Credit Agreement.

E. Debtor and other Guarantors are entering into a Third Amended and Restated Guaranty of even date herewith (the "Amended Guaranty"), which amends and restates the Existing Guaranty in its entirety (the Existing Guaranty, as amended and restated by the Amended Guaranty, being called the "Guaranty").

F. In connection with entering into the Amended Credit Agreement and Amended Guaranty, the parties hereto desire to enter into this Amendment to amend the Existing Trademark Security Agreement on the terms and conditions hereinafter set forth.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. **Schedule I.** Schedule I to the Existing Trademark Security Agreement is hereby amended in its entirety by substituting Schedule I attached hereto in its place.

2. **References.** Each reference in the Existing Trademark Security Agreement to the "Credit Agreement" shall be deemed to be a reference to the Existing Credit Agreement, as amended and restated by the Amended Credit Agreement. Each reference in the Existing Trademark Security Agreement to the "Guaranty" shall be deemed to be a reference to the Existing Guaranty, as amended and restated by the Amended Guaranty.

3. **Continuing Effect of Existing Trademark Security Agreement.** This Amendment constitutes an amendment of the Existing Trademark Security Agreement, and is in no way intended, nor may it be construed, to impair, extinguish or replace: (a) the assignment of the Trademark License Rights (as defined in the Existing Trademark Security Agreement) (or any part thereof) or (b) the creation, attachment, perfection or priority of the existing security interest in, and other Liens on, the Trademark Collateral and/or License (each as defined in the Existing Trademark Security Agreement) (or any part thereof) granted to, or held by, Secured Creditors under the Existing Trademark Security Agreement, which existing assignment, security interests and other Liens (i) Debtor acknowledges, confirms and reaffirms to Agent and (ii) continue in existence under the terms of the Existing Trademark Security Agreement, as amended by this Amendment, and secure all Obligations. Except as expressly amended hereby, the Existing Trademark Security Agreement remains in full force and effect in accordance with the terms thereof.

4. **One Agreement; References.** The Existing Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Existing Trademark Security Agreement will be deemed to be a reference to the Existing Trademark Security as amended by this Amendment. This Amendment, together with the Existing Trademark Security Agreement, sets forth the entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all previous understandings, written or oral, in respect of this Amendment.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


6. **Counterparts; Fax Signature.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties hereto. Delivery of this Amendment by, or on behalf of, Debtor by fax transmission or by electronic mail in portable document format ("pdf") (a) may be relied on by Agent and Lenders as if the document were a manually signed original and (b) will be binding on Debtor for all purposes.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

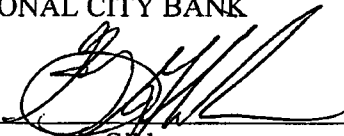
[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment by their duly authorized representatives as of the Effective Date.

SKYTIME, INC.

By: 
Kevin R. McDonnell, President

NATIONAL CITY BANK

By: 
Gregory J. Gibbons,
Senior Vice President

672516.4

SIGNATURE PAGE TO
FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT
(Skytime, Inc.)

TRADEMARK
REEL: 003702 FRAME: 0267

Schedule I

(Trademark Collateral)

Federal Trademark/Service Mark Registrations Owned by Skytime, Inc.

1. "Cincinnati Recipe"
Trademark
Registration Number 1,971,140
Registration Date: April 30, 1996

2. **Cincinnati Recipe**
Trademark
Registration No. 1,452,360
Registration Date: August 11, 1987

3. "Hook & Ladder"
Trademark
Registration Number 1,492,490
Registration Date: June 14, 1988

307194.1:SKY00.2007O
12/04/2007

SKYTIME, INC.

TRADEMARK

REEL: 003702 FRAME: 0268

RECORDED: 01/23/2008