

RECO  
TR



103510524

To the Director of the U. S. Patent and Trade... and the attached documents or the new address(es) below.

6.23.08

1. Name of conveying party(ies):

The Eli's Cheesecake Company

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Park National Bank

Internal

Address: \_\_\_\_\_

Street Address: 6100 N. Northwest Highway

City: Chicago

State: Illinois

Country: USA Zip: 60631

- Association Citizenship National Association
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,665,968; 1,286,268; 1,284,508; 2,534,743

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John E. Vranicar, Esq.

Internal Address: Scott & Kraus, LLC

Street Address: 150 S. Wacker Drive, Suite 2900

City: Chicago

State: IL Zip: 60606

Phone Number: 312-327-1378

Fax Number: 312-327-1051

Email Address: jvranicar@skcounsel.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_
- b. Deposit Account Number 06/25/2008 NJAMA1 00000065 1665968  
01 FC:8521 40.00 DP  
Authorized User Name \_\_\_\_\_ 75.00 DP

9. Signature:

Signature

April, 2008

Date

JOHN E. VRANICAR, ESQ.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2008, is made by **THE ELI'S CHEESECAKE COMPANY**, an Illinois corporation formerly known as Eli's Chicago's Finest, Inc., with its principal place of business at 6701 W. Forest Preserve Drive, Chicago, Illinois 60634 (the "Grantor"), in favor of **PARK NATIONAL BANK**, a national banking association, with an office at 6100 N. Northwest Highway, Chicago, Illinois 60631 (the "Bank").

### RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank has agreed to make certain credit available to Grantor.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto; and

- (4) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any of the foregoing (items 1 through 4 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined hereto are defined in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**THE EMI'S CHEESECAKE COMPANY,**  
an Illinois corporation

By: \_\_\_\_\_

Marc S. Schulman, President

COPY

Loan Nos. 01500500441-003  
01500500441-004  
589

TRADE

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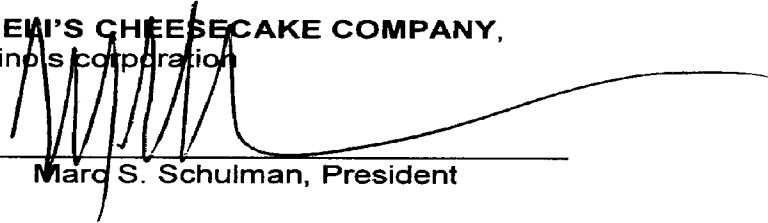
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**THE EM'S CHEESECAKE COMPANY,**  
an Illinois corporation

By:   
\_\_\_\_\_  
Marc S. Schulman, President

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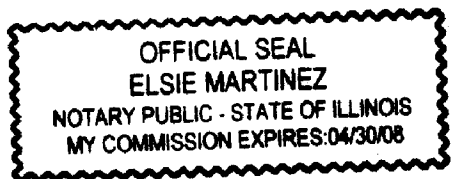
- 3 -

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

| DATE | NAME | TRADEMARK                |
|------|------|--------------------------|
|      |      | REEL: 003805 FRAME: 0155 |

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

On April 30, 2008, before me personally appeared Marc S. Schulman, whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



*Elsie Martinez*  
\_\_\_\_\_  
Notary Public



**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

| DATE       | NAME                                    | TRADEMARK   |
|------------|---|---|
| 6/12/84    | Elimarc Associates, Inc.                | Eli's   |
| 7/3/84     | Elimarc Associates, Inc.                | Eli's Chicago's Finest Cheesecake                       |
| 7/17/84    | Elimarc Associates, Inc.                | Eli's the Place for Steak                               |
| 1/28/86    | Eli's Chicago's Finest Cheesecake, Inc. | Muffinwich  |
| 7/26/88    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Muffins   |
| 9/18/90    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Smoosh  |
| 4/2/91     | Elimarc Associates, Inc.                | "E'lites"   |
| 4/28/92    | Elimarc Associates, Inc.                | Eli's Chicago's Finest Coco-Mocha                       |
| 1/17/95    | Elimarc Associates, Inc.                | Have a Bite of the Windy City                           |
| 4/17/95    | Elimarc Associates, Inc.                | Eli's Dipper  |
| 4/24/95    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Muffins (and design)                              |
| 4/8/97     | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Tequila Sunrise                                   |
| 4/9/97     | Elimarc Associates, Inc.                | Eli's Chicago's Finest                                  |
| 4/19/97    | Elimarc Associates, Inc.                | Eli's Cheesecake Gingerbread Jam                        |
| 10/7/97    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Uncheesecake                                      |
| 2/17/98    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Dream Team  |
| 2/24/98    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Cheesecake World                                  |
| 4/21/99    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Orange Smoothie Cheesecake                        |
| 5/4/99     | Eli's Chicago's Finest Cheesecake, Inc. | Totally Turtle Cheesecake                               |
| 5/4/99     | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Brown Cow Cheesecake                              |
| 5/14/99    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Cheesecake Cuties                                 |
| 4/28/99    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Cravings  |
| 5/26/99    | Eli's Chicago's Finest Cheesecake, Inc. | Eli's Sensational Slices (and design)                   |
| 5/26/99    | Elimarc Associates, Inc.                | Eli's Sensational Slices                                |
| 1/16/2001  | Eli's Cheesecake Company                | Eli's Pickup  |
| 1/15/2002  | Eli's Cheesecake Company                | The Art of Cheesecake                                   |
| 1/29/2002  | Eli's Cheesecake Company                | Eli's Chicago Style Cheesecake                          |
| 10/29/2002 | Eli's Cheesecake Company                | Eli's Divas   |
| 11/5/2002  | Eli's Cheesecake Company                | Eli's Glamour Cakes                                     |
| 9/29/2006  | Eli's Cheesecake Company                | Eli's Cheesecake Cuties (published for opposition)      |
| 12/19/2006 | Eli's Cheesecake Company                | Eli's Cheesecake Champagne Truffle                      |
| 3/20/2007  | Eli's Cheesecake Company                | Cheesecake Couture                                      |
| 2/26/2008  | Eli's Cheesecake Company                | Eli's Cheesecake Chicago (filing date for updated logo) |