

07-15-2008

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103513976

To the Director of the U. S. Patent and Trademark Office: Please record the attached.

1. Name of conveying party(ies):

S & A Restaurant Corp.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

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: Metromedia Company

Internal

Address: Suite 202

Street Address: 21 Main Street

City: Hackensack

State: New Jersey

Country: USA Zip: 07601

- Association Citizenship _____
- General Partnership Citizenship USA
- 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) July 10, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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)

1318668, 1088917, 3427829, 1245655, 1979644

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: Jonathan P. Gilmore

Internal Address: Suite 202

Street Address: 21 Main Street

City: Hackensack

State: New Jersey Zip: 07601

Phone Number: 201.531.8043

Fax Number: 201.531.2803

Email Address: jjgilmore@metromediacompany.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715

- 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 07/14/2008 DBYRNE 00000113 1318668

Authorized User Name 01 FC:4521
02 FC:8522

9. Signature:

Jonathan P. Gilmore
Signature
Jonathan P. Gilmore
Name of Person Signing

July 2, 2008

Date

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

10

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

Continuation of Item 4 Trademark Registration Nos.

2914348
2899199
2425219
2444258
1957817
1394245
2746714
2049016
2719312
3239899
1920425
3004211
1529079
862523
2065016
3334363
861153
3045244
956188
2083567
2618066
3304726
3304725

REVOLVING PROMISSORY NOTE AND SECURITY AGREEMENT

New York, New York
July 2, 2008

FOR VALUE RECEIVED, S&A Restaurant Corp., a Delaware corporation ("Borrower"), promises to pay to the order of Metromedia Company, a Delaware general partnership ("Lender"), the unpaid principal amount of each advance of principal made by Lender to Borrower from time to time and endorsed on Attachment A of this document and made a part hereof (each an "Advance"), together with interest thereon on the unpaid principal balance from the date of each such Advance payable quarterly on the 15th day of each March, June, September and December, at a rate per annum equal to 9%, from the date of each advance until Borrower pays this Revolving Promissory Note and Security Agreement (this "Note") as provided herein. Lender is authorized and directed to endorse on Attachment A hereto the date and amount of each Advance by Lender and each payment by Borrower of the principal amount hereof. Any failure by Lender to endorse or error by Lender in endorsing on Attachment A shall not relieve Borrower from its obligation to make all payments of principal and interest in accordance with the terms of this Note. Borrower shall pay the aggregate amount of each Advance hereunder together with any unpaid interest thereon on December 31, 2010.

All payments of principal and interest shall be made to the account of Lender as directed by Lender as provided to Borrower, in writing, from time to time by Lender. All payments to be made by the Borrower hereunder shall be made free and clear of and without deduction for or on account of tax or otherwise unless such payment is required by law to be subject to the deduction or withholding of any tax. If the Borrower is required to make any deduction or withholding from any payment, the Borrower shall pay such additional amount to the Lender so that the Lender actually receives and retains (free from any liability in respect of any withholding or deduction) for its own benefit the full amount which Lender would have received and retained if no such deduction or withholding had been required.

In order to secure the Advances made hereunder, Borrower hereby grants to Lender a continuing security interest in and lien on all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral (as defined on Exhibit A) wherever located and whether now or hereafter existing in order to secure prompt repayment of any and all of the Advances in accordance with the terms and conditions of this Note. The Lender's security interest in and liens on the Collateral shall attach to all of the Collateral without further act on the part of Lender or Borrower. Borrower agrees to take any and all action and execute any and all documents reasonably requested by Lender in connection with this Note, including executing any documents (including, without limitation,

financing statements or filings with the United States Patent and Trademark Office) in connection with the perfection of the Lender's security interest in the Collateral. Borrower has advised Lender that the Collateral is subject to a prior security interest in favor of a lender of the Borrower and that the security interest in the Collateral granted to the Lender hereunder may be junior to such prior security interest. Borrower may prepay this Note at any time without premium or penalty and upon payment of all principal and interest hereunder the security interest granted in the Collateral hereunder shall be deemed to be released and Lender shall execute any and all documents reasonably requested by Borrower to effectuate such release.

Borrower shall pay, on demand, all expenses, including reasonable costs of collection and reasonable attorneys' fees and costs, incurred or sustained by Lender and its assigns in connection with the enforcement or protection of their rights under this Note.

Borrower hereby waives presentment, demand for payment, notice of default, dishonor or nonpayment, protest and notice of protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Agreement.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, EXCLUDING THAT BODY OF LAW RELATING TO CONFLICT OF LAWS.

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the 2nd day of July 2008.

S&A Restaurant Corp.

By: Tamara S. Jones
Name: Tamara S. Jones
Title: Sr. Vice President

METROMEDIA COMPANY

By:

Stuart Subotnick
Name: Stuart Subotnick

David A. Persing
Senior V.P. and General Counsel

TRADEMARK

REEL: 003818 FRAME: 0165

Attachment A to the Promissory Note Dated as of July 2, 2008
between S&A Restaurant Corp. and Metromedia Company
as amended from time to time on the dates set forth below

<u>Date</u>	<u>Principal Sum Advanced</u>	<u>Principal Sum Repaid</u>	<u>Balance</u>
07-02-08	\$370,000.00		
07-03-08	\$350,000.00		

Exhibit A

Collateral

"Collateral" shall mean all of Borrower's right, title and interest in, to and under its registered and unregistered intellectual property, wherever located and whether now or hereafter existing including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof of Borrower, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information owned by Borrower, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, and created, acquired or owned by Borrower;

(c) Any and all design rights owned by Borrower now or hereafter existing, and created or acquired by Borrower;

(d) All patents, patent applications and like protections owned by Borrower including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and trade names, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation, those set forth on Schedule B attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Schedule A

Registered Copyrights (United States)

<u>Full Title</u>	<u>Copyright Number</u>	<u>Date</u>
Bennigan's beer guide / By S&A Restaurant Corporation, the Info Devels, Inc.	V3373P489	1997
Bennigan's guide to beer tasting tips, toasts & food / by Rob Haiber.	TX0004543375	1997
What can a restaurateur do about drunk driving? : some ideas collected by the S & A Restaurant Corp. that we hope may be helpful to you – and through you, to your community.	TX0001323598	1984

TRADEMARK

REEL: 003818 FRAME: 0168

Schedule B

Registered Trademarks (United States)

TRADEMARK	CLASS	REGISTRATION NUMBER
BENNIGAN'S (DE)	42	1318668
BENNIGAN'S (BLOCK)	42	1088917
BENNIGAN'S SPORT	43	3427829
BENNIGAN'S TAVERN with Flip and Mug	42	1245655
BENNIGAN'S IRISH AMERICAN GRILL & TAVERN (DE)	42	1979644
BENNIGAN'S GRILL & TAVERN (block)	43	2914348
BENNIGAN'S GRILL & TAVERN (design)	43	2899199
BENNIGAN'S ON THE GO	42	2425219
BENNIGAN'S TAVERN BURGERS	30	2444258
BLARNEY BLAST	42	1957817
DEATH BY CHOCOLATE	30	1394245
DEATH BY CHOCOLATE MARTINI	33	2746714
EMERALD ISLE MARGARITA	33	2049016
PADDY O'PUNCH	33	2719312
SEPTEMBURGER	30	3239899
TIME CRUNCH LUNCH	42	1920425
WHAT ARE YOU IN THE MOOD FOR?	43	3004211
YOUR ESCAPE FROM THE EVERYDAY	42	1529079
STEAK AND ALE (design)	42	862523
STEAK AND ALE (block letter)	42	2065016
STEAK & ALE (block letter with ampersand)	43	3334363
STEAK AND ALE (steer design)	42	861153
STEAK & ALE (with bull & mug design)	43	3045244
KENSINGTON	29	956188
SIGNATURE HERB ROASTED PRIME RIB	29	2083567
The Plano Tavern (design)	42	2618066
29° Tavern	43	3304726
29degree Tavern	43	3304725

Registered Trademarks (International)

TRADEMARK	COUNTRY	CLASS	REGISTRATION NUMBER
STEAK AND ALE	ARGENTINA	42	1698662
STEAK & ALE (Bull Design)	AUSTRALIA	43	1103539
STEAK AND ALE	BAHAMAS	39	6720
STEAK AND ALE	BAHRAIN	2477	10/18/1997
SKILLET O'BEEF	CANADA	42	265611
KENSINGTON	CANADA	42	284760
STEAK AND ALE (DE)	CANADA	42	281027
STEAK AND ALE	ECUADOR	42	4509-01
STEAK AND ALE (DE)	EL SALVADOR	42	163
STEAK AND ALE (DE)	EUROPEAN UNION*	16,29,42	1411115
STEAK AND ALE	EUROPEAN UNION*	16,29	197418
STEAK AND ALE (DE)	GERMANY	42	1003416
STEAK AND ALE	GUATEMALA	42	96088
STEAK AND ALE	HONDURAS	42	6088

STEAK AND ALE (DE)	ISRAEL	42	33568
STEAK AND ALE (DE w/bull)	JAMAICA	42	48462
STEAK AND ALE (FLEUR)	KOREA	112	47477
STEAK AND ALE	KUWAIT	42	45491
STEAK AND ALE (DE)	LEBANON	42	80444
STEAK AND ALE (DE)	MEXICO	42	460897
STEAK AND ALE (DE)	NEW ZEALAND	43	745644
STEAK AND ALE	PUERTO RICO	43	65,994
STEAK AND ALE (DE)	VENEZUELA	42	S-012217
BENNIGAN'S	ARUBA	43	21887
BENNIGAN'S (DE)	BAHAMAS	43	25785
BENNIGAN'S (DE)	BAHRAIN	43	2478
BENNIGAN'S (DE)	BELIZE	42	61/TM/2001
BENNIGAN'S (DE)	BRAZIL	43	818632100
BENNIGAN'S	CANADA	42	261687
BENNIGAN'S (DE)	CANADA	42	532858
BENNIGAN'S (DE)	CHILE	42	532185
BENNIGAN'S (DE)	CHINA	42	971733
BENNIGAN'S	CHINA	43	3641566
BENNIGAN'S (DE)	COSTA RICA	42	104385
BENNIGAN'S	CYPRUS	43	62996
BENNIGAN'S (DE)	DOMINICAN REPUBLIC	43	128522
BENNIGAN'S	ECUADOR	42	4510-01
BENNIGAN'S (DE)	EGYPT	42	88785
BENNIGAN'S (DE)	EL SALVADOR	42	9
BENNIGAN'S	EUROPEAN UNION*	16,29,42	197384
BENNIGAN'S GRILL & TAVERN (DE)	EUROPEAN UNION*	16,29,43	4259776
BENNIGAN'S	GUATEMALA	43	153803
BENNIGAN'S TAVERN (DE)	HONDURAS	42	6087
BENNIGAN'S	HONG KONG	42	16160
BENNIGAN'S	HONG KONG	43	6115
BENNIGAN'S	INDIA	42	1310510
BENNIGAN'S (DE)	INDONESIA	42	IDM000024462
BENNIGAN'S	IRELAND	42	201916
BENNIGAN'S (DE)	ISRAEL	42	98210
BENNIGAN'S (DE)	JAPAN	42	4056871
BENNIGAN'S	JORDAN	42	67974
BENNIGAN'S (in Arabic)	JORDAN	42	83964
BENNIGAN'S (DE)	KOREA	43	29161
BENNIGAN'S (KOREAN CHARACTERS)	KOREA	43	26397
BENNIGAN'S	KOREA	43	129998
BENNIGAN'S (DE)	KUWAIT	42	29030
BENNIGAN'S (DE)	LEBANON	42	66519
BENNIGAN'S (DE)	MALAYSIA	43	97020346
BENNIGAN'S	MEXICO	42	436848
BENNIGAN'S	MEXICO	25	369209
BENNIGAN'S (DE)	MEXICO	66	364807
BENNIGAN'S	NEW ZEALAND	42	625483
BENNIGAN'S (DE)	NEW ZEALAND	42	231346
BENNIGAN'S (DE)	NORWAY	42	188972
BENNIGAN'S	OMAN	42	20512
BENNIGAN'S (DE)	PANAMA	43	89168
BENNIGAN'S	PARAGUAY	42	231417
BENNIGAN'S	PUERTO RICO	43	65799
BENNIGAN'S (DE)	QATAR	42	17261
BENNIGAN'S	RUSSIA	43	288054

BENNIGAN'S DE)	SAUDI ARABIA	42	496/60
BENNIGAN'S (DE)	SINGAPORE	42	T05/06742F
BENNIGAN'S (DE)	SWITZERLAND	42	450155
BENNIGAN'S (DE)	TAIWAN	42	118183
BENNIGAN'S	TAIWAN	43	1093553
BENNIGAN'S (DE)	THAILAND	42	4634
	TRINIDAD &		
BENNIGAN'S	TOBAGO	42	33822
BENNIGAN'S	TURKEY	42	200122462
BENNIGAN'S (DE)	UNITED ARAB EM.	42	20680
DEATH BY CHOCOLATE	WIPO**	30	946937

*European Union Nations: Austria
Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland,
France,

Germany, Greece, Hungary, Ireland, Italy,
Latvia, Lithuania, Luxembourg, Malta, The Netherlands,
Poland, Portugal

Slovakia, Slovenia, Spain, Sweden and United Kingdom
Bulgaria and Romania (added 1/1/07)

** WIPO World Intellectual Property Organization