

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                                    |              |
|----------------------------------|--|------------------------------------|--------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                                    |              |
| NATURE OF CONVEYANCE:            | CONDITIONAL ASSIGNMENT   |                                    |              |
| <b>CONVEYING PARTY DATA</b>      |  |                                    |              |
| Name                             | Formerly   | Execution Date                     | Entity Type  |
| Stir Crazy, Inc.                 |  | 09/20/2008                         | CORPORATION: |
| <b>RECEIVING PARTY DATA</b>      |  |                                    |              |
| Name:                            | LaSalle Bank N.A.  |                                    |              |
| Also Known As:                   | AKA Bank of America  |                                    |              |
| Street Address:                  | 231 South LaSalle Street   |                                    |              |
| City:                            | Chicago  |                                    |              |
| State/Country:                   | ILLINOIS   |                                    |              |
| Postal Code:                     | 60607  |                                    |              |
| Entity Type:                     | CORPORATION:   |                                    |              |
| <b>PROPERTY NUMBERS Total: 3</b> |  |                                    |              |
| Property Type                    | Number   | Word Mark                          |              |
| Registration Number:             | 2490670  | THE FRESHEST IDEA IN ASIAN CUISINE |              |
| Registration Number:             | 2190838  | STIR CRAZY                         |              |
| Registration Number:             | 3461423  | STIR CRAZY                         |              |
| <b>CORRESPONDENCE DATA</b>       |  |                                    |              |
| Fax Number:                      | (312)876-6250  |                                    |              |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                    |              |
| Phone:                           | 312.876.6917   |                                    |              |
| Email:                           | slmahon@arnstein.com   |                                    |              |
| Correspondent Name:              | Susan Mahon  |                                    |              |
| Address Line 1:                  | 120 South Riverside Plaza  |                                    |              |
| Address Line 2:                  | Suite 1200   |                                    |              |
| Address Line 4:                  | Chicago, ILLINOIS 60606  |                                    |              |
| ATTORNEY DOCKET NUMBER:          | 19984-0011   |                                    |              |
| NAME OF SUBMITTER:               | Susan Mahon  |                                    |              |

OP \$90.00 2490670

Signature:

/susan mahon/

Date:

10/09/2008

Total Attachments: 12

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SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF  
PATENTS, TRADEMARKS AND TRADENAMES

THIS SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADE NAMES (this "Agreement") is made and entered into as of the 26th day of September, 2007, by and among STIR CRAZY PARTNERS, LLC, a Delaware limited liability company ("SCP") and STIR CRAZY, INC., a Delaware corporation ("SCI") (SCP and SCI collectively and singly herein, together with each entity's respective successors and assigns, the "Debtor") and LASALLE BANK NATIONAL ASSOCIATION, having an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

**RECITALS:**

WHEREAS, the Lender is making revolving loans to STIR CRAZY RESTAURANTS, LLC, a Delaware limited liability company ("Restaurants"), STIR CRAZY OPERATIONS, LLC, a Delaware limited liability company ("Operations"), STIR CRAZY CAFE – BOCA RATON, LLC, a Florida limited liability company ("Boca"), STIR CRAZY CAFE – CANTERA, LLC, an Illinois limited liability company ("Cantera"), STIR CRAZY CAFE – CREVE COEUR, LLC, a Delaware limited liability company ("Creve"), STIR CRAZY CAFE – GREAT LAKES, L.L.C., a Delaware limited liability company ("Great Lakes"), STIR CRAZY CAFE – LEGACY VILLAGE, LLC, a Delaware limited liability company ("Legacy"), STIR CRAZY CAFE – NORTHBROOK, L.L.C., a Delaware limited liability company ("Northbrook"), STIR CRAZY CAFE – OAKBROOK, L.L.C., a Delaware limited liability company ("Oakbrook"), STIR CRAZY CAFE – WEST NYACK, LLC, a New York limited liability company ("West Nyack"), STIR CRAZY CAFE – WOODFIELD, L.L.C., a Delaware limited liability company ("Woodfield"), (Restaurants, Operations, Boca, Cantera, Creve, Great Lakes, Legacy, Northbrook, Oakbrook, West Nyack and Woodfield and their respective successors and assigns, collectively and singly the "Borrowers") pursuant to a Senior Secured Credit Agreement dated as of September 26, 2007 among the Borrowers and the Lender (as the same may be amended, restated or modified from time to time, the "Credit Agreement") pursuant to which the Lender has agreed on certain terms and subject to certain conditions, to make secured loans to the Borrowers; and

WHEREAS, the Debtor has delivered to the Lender an Unconditional Secured Guaranty of even date herewith guaranteeing to the Lender the payment and performance of all the Borrowers' Liabilities (as defined in such Guaranty) and Obligations, (as the same may be amended, restated or modified from time to time, the "Guaranty"); and

WHEREAS, the Credit Agreement provides, among other things, for the execution and delivery of a Security Agreement and Financing Statement in the form of this Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meaning herein which is stated in the Credit Agreement. As used herein, the following terms shall have the meanings indicated:

"Agreement" shall mean this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames, together with any and all amendments, modifications and supplements hereto and any and all exhibits and schedules attached hereto or thereto.

"Debtor" shall have the meaning set forth in the first paragraph.

"Business Day" means any day of the year on which Lender is open for regular banking business in Chicago, Illinois.

"Credit Agreement" shall have the meaning set forth in the Recitals.

"Event of Default" shall mean the occurrence of any one of the following:

- (a) Failure of Debtor to comply with, or to cause any Subsidiary to comply with, any material provision of this Agreement and continuance of such failure for thirty (30) days after notice thereof from Lender;
- (b) The occurrence of a "Default" (as such term is defined therein) under the Credit Agreement or any other Loan Document.

"Lender" shall mean LaSalle Bank National Association, its successors and assigns.

"Loan" shall have the meaning set forth in the Recitals.

"Patents" shall have the meaning set forth in Section 2.1(b) hereof.

"Trademarks" shall have the meaning set forth in Section 2.1(a) hereof.

## 2. GRANT OF SECURITY INTEREST.

2.1 Patents and Trademarks. To secure the complete and timely satisfaction of all the Obligations, Debtor hereby grants, assigns, pledges and conveys to the Lender a continuing security interest in and to all of its now owned, existing or filed and hereafter acquired, arising or filed:

(a) trademarks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, all registrations and recordings thereof, and applications connected therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represents (collectively, the "Trademarks").

(b) patents, all registrations and recordings thereof, and applications and documents related thereto, including, without limitation, those listed on Exhibit B attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages, payments, claims, now or hereafter due and or payable, or arising with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represents (collectively, the "Patents").

2.2 Restrictions on Future Agreements. Debtor agrees that, until the Obligations shall have been paid in full, Debtor will not, without the Lender's prior written consent (which shall not be unreasonably withheld) enter into any agreement, including, without limitation, a license agreement, which is inconsistent with the obligations of Debtor under this Agreement; provided, however, that the Debtor may enter into any such license agreement with any Subsidiary or Affiliate and may enter into license agreements with third parties in the ordinary course of business.

2.3 New Trademarks and Patents. Debtor represents and warrants that the Trademarks listed on Exhibit A and the Patents listed on Exhibit B constitute all of the Trademarks and Patents now owned by Debtor which are registered or for which applications have been made. If, before the Obligations shall have been paid in full, Debtor or any Subsidiary shall (i) obtain any new Trademarks or Patents or rights thereto, or (ii) become entitled to the benefit of any Trademark or Patent, Debtor shall give to the Lender prompt written notice thereof. Debtor hereby authorizes the Lender to modify this Agreement by amending any or all of Exhibit A or Exhibit B, as applicable, to include any such Trademarks or Patents. In the event that a Subsidiary shall, before the Obligations have been paid in full, (i) obtain any new Trademarks, or rights thereto, or (ii) become entitled to the benefit of any Trademarks and Patents, Debtor shall cause such Subsidiary to (a) execute a copy of this Agreement as an additional Debtor and to assign a security interest in and to all of such Trademarks and Patents to Lender, or (b) assign all of its right, title and interest in and to all of such Trademarks and Patents to Debtor, whereupon such Trademarks and Patents shall be subject to the terms of this Agreement.

2.4 Term. The term of this Agreement and the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Patents subject to a security interest hereunder, or (ii) the payment in full of the Obligations and the termination of all Commitments.

2.5 Use of Patents and Trademarks by Debtor. Debtor shall not sell or assign its interest in, or grant any sublicense under the Trademarks and Patents (except as otherwise provided in Section 2.2 and licenses to customers and suppliers in the ordinary course of business), without the prior written consent of the Lender. From and after the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted any jurisdiction with laws applicable to the Patents and Trademarks.

2.6 Releases. Upon irrevocable payment in full of the Obligations, the Lender shall execute and deliver to or at the written direction of Debtor all assignments, releases and other instruments as may be necessary or proper to terminate Lender's security interest in the Patents and Trademarks.

2.7 Duties of Debtor. Debtor shall, and shall cause its Subsidiaries, to, (i) use commercially reasonable efforts prosecute diligently any Trademark and Patent application pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) use commercially reasonable efforts to make application on Trademarks, as appropriate, and (iii) use commercially reasonable efforts to preserve and maintain all rights in the Trademarks and Patents; provided, however, that the Debtor may abandon, discontinue use or otherwise not preserve or protect any Trademark or Patent which is no longer used or useful in the Debtor's

business. Any expenses incurred in connection with such applications shall be borne by Debtor.

2.8 No Duties of Lender. Both prior to and after an Event of Default, Lender shall have no duty to and shall not in any manner be responsible for, taking any action to maintain or protect the Patents and Trademarks.

2.9 The Lender's Right to Sue. Upon and after an occurrence of an Event of Default and while such Event of Default is continuing, the Lender shall, if Debtor refuses to bring a requested action, have the right (at its sole cost and expense), but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Patents and, if the Lender shall commence any such suit, Debtor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.

2.10 Additional Documents. The Debtor shall, at its sole cost and expense, execute such additional documents as Lender reasonably believes necessary to enable Lender to perfect its security interest in the Trademarks and Patents and to enable Lender to record this Agreement where such recording is customarily performed to provide perfection or notice of this Agreement.

2.11. Deliveries of Debtor. Debtor will deliver to the Lender, upon request of the Lender, evidence that appropriate filings have been made to perfect the security interest granted hereby, including, without limitation, filings with the United States Government Patent and Trademark Office, and any similar domestic or foreign office, department or agency, and in form and substance reasonably satisfactory to the Lender.

3. DEFAULT.

3.1 Remedies. Upon and after the occurrence of an Event of Default:

(a) The Lender, in its sole and absolute discretion, may:

(i) exercise with respect to the Trademarks any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; and

(ii) sell or otherwise dispose, including, without limitation, by the granting of licenses, of any of the Trademarks and Patents at public or private sale for cash or credit; provided, however, that Debtor shall be credited with the net proceeds of such sale or disposition only as and when such proceeds are actually received by the Lender; provided, however, that Lender shall use commercially reasonable efforts to collect such proceeds.

(b) Debtor recognizes that in the event Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the Lender, and Debtor agrees that the Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(c) Any notice required to be given by the Lender of a sale, lease, or other disposition of the Trademarks and Patents, or any other intended action by the Lender, deposited in the United States mail, postage prepaid and duly addressed to Debtor at its address specified in Section 4.6 hereof (or such other address as provided by Debtor to Lender in writing) not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Debtor thereof.

(d) The Lender shall have the right from time to time, in its sole and absolute discretion, to take control, in any manner, of any item of payment for or proceeds of the Trademarks or Patents.

(e) The Lender may, if the Lender deems it reasonable, postpone or adjourn any sale of the Trademarks or Patents, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, as the case may be, without being required to give a new notice of sale. Debtor agrees that the Lender has no obligations to preserve rights against prior parties to the Trademarks and Patents.

(f) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademarks and Patents may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any reasonable amounts payable to the Lender for costs of selling the Trademarks and Patents) in whole or in part by the Lender for the benefit of the Lender against all or any part of the Obligations in such order as the Lender shall elect. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus, and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation, for which Debtor remains liable.

(g) Debtor hereby agrees that the use by Lender of the Trademarks and Patents as authorized hereunder after the occurrence of an Event of Default in connection with the exercise of its remedies shall be without any liability for royalties or other related charges from Lender to Debtor.

(h) Debtor further agrees that upon the occurrence of and during an Event of Default, Debtor shall upon Lender's request deliver to Lender an assignment of Debtor's rights to and in the Patents and Trademarks in a form and substance reasonably acceptable to Lender.

3.2 Waivers by Debtor. Except as otherwise provided for in this Agreement, Debtor waives (i) any bond or security which might be required by any court prior to allowing the Lender to exercise any of the Lender's remedies, and the (ii) benefit of all valuation, appraisal and exemption laws.

3.3 Cumulative Remedies. All of the Lender's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by any of the other Loan Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

4. MISCELLANEOUS.

4.1 Waivers. No course of dealing between Debtor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.2 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4.3 Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2.3 hereof or by a writing signed by the parties hereto.

4.4 Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns. Except as otherwise provided herein, the Trademarks subject to a security interest under this Agreement may not be assigned by Debtor to a third party, except by permission of the Lender (which Lender may withhold in its reasonable discretion), in which event this Agreement shall be binding upon Debtor's assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4.6 Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered and deemed received as provided in the Credit Agreement.

4.7 Joint and Several. The obligations of Debtor hereunder shall be joint and several.

4.8 Headings. The section titles and headings in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are for convenience of reference only.

4.9 Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

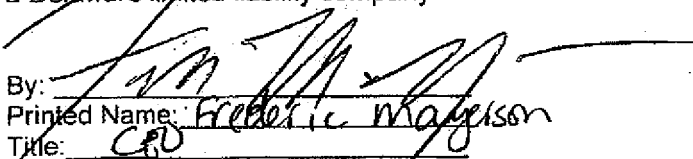
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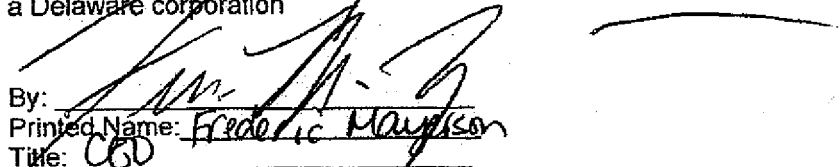
IN WITNESS WHEREOF, this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames has been executed as of the date first above written.

DEBTOR:

~~STIR CRAZY PARTNERS, LLC~~  
a Delaware limited liability company


By:   
Printed Name: Frederic Mayerson  
Title: CEO

STIR CRAZY, INC.,  
a Delaware corporation

By:   
Printed Name: Frederic Mayerson  
Title: CEO

LENDER:

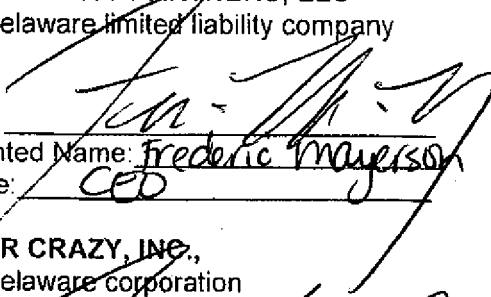
LASALLE BANK NATIONAL ASSOCIATION

By:   
Printed Name: Michael T. Hammond  
Title: SVP

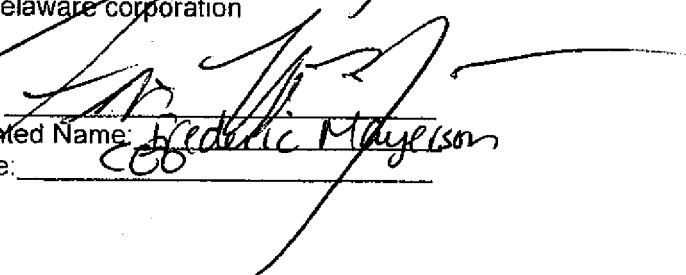
IN WITNESS WHEREOF, this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames has been executed as of the date first above written.

**DEBTOR:**

**STIR CRAZY PARTNERS, LLC**  
a Delaware limited liability company

By:   
Printed Name: Frederic Mayerson  
Title: CEO

**STIR CRAZY, INC.,**  
a Delaware corporation

By:   
Printed Name: Frederic Mayerson  
Title: CEO

**LENDER:**

**LASALLE BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Bunny Thorne Notary Public in and for said County, in the State aforesaid, do hereby certify that Frederic Mayers Personally known to me to be the CEO of Shr Crazy Partners a Delaware limited liability Company whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of September, 2008.

Bunny Thorne  
Notary Public

My commission expires: October 22, 2011



STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Bunny Thorne Notary Public in and for said County, in the State aforesaid, do hereby certify that Frederic Mayers Personally known to me to be the CEO of Shr Crazy Partners a Delaware limited liability Company whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of September, 2008.

Bunny Thorne  
Notary Public

My commission expires: October 22, 2011



STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF Cook            )

I, Susan Mahon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~Michael S. Hammond~~ personally known to me to be the SVP of LASALLE BANK NATIONAL ASSOCIATION, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes and the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of September, 2008.

Susan L. Mahon  
Notary Public

My commission expires: 8-2-10

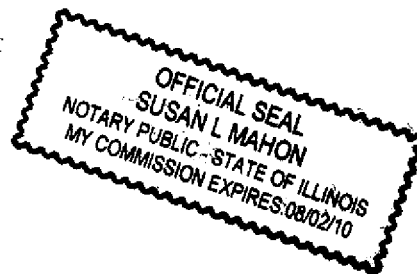


EXHIBIT A

Trademarks

| Holder  | Registered Trademark                    | Registration Number | Date Registered    |
|---|---|---------------------|--------------------|
| Stir Crazy, Inc.                                    | "The Freshest Idea<br>in Asian Cuisine" | 2,490,670           | September 18, 2001 |
| Stir Crazy, Inc. and/or<br>Stir Crazy Partners, LLC | "Stir Crazy"                            | 2,190,838           | September 22, 1998 |
| Stir Crazy Partners, LLC                            |   | 3,461,423           |                    |

**EXHIBIT B**

**Patents**

None.