

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Restaurants Unlimited, Inc.	FORMERLY successor by merger to the interests of RUI One Corp. and Pacific Coast Restaurants, Inc.	08/27/2009	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Cratos Capital Management, LLC
Street Address:	3440 Preston Ridge Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	77511091	MARINA FISH HOUSE AT RIVERPLACE
Serial Number:	78750895	KINCAID'S GRILL
Registration Number:	3280742	FONDI PIZZERIA SENZA PARI
Registration Number:	3280743	FONDI PIZZERIA SENZA PARI
Registration Number:	3283645	FONDI
Registration Number:	3242914	NEWPORT SEAFOOD GRILL
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:	3259686	CUTTERS POINT

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Registration Number:	2740747	MANZANA ROTISSERIE GRILL
Registration Number:	2299835	THE ART OF WOOD FIRE GRILLING
Registration Number:	2246460	RESTAURANTS UNLIMITED
Registration Number:	2008261	PALOMINO
Registration Number:	1805608	BILLY HEARTBEATS
Registration Number:	1827821	KINCAID'S
Registration Number:	1714549	PORTLAND DELI COMPANY
Registration Number:	1693690	NEWPORT BAY RESTAURANT A SEAFOOD CAFE
Registration Number:	1732203	PALISADE
Registration Number:	1735425	STANFORD'S RESTAURANT & BAR
Registration Number:	1643753	SANTA ROSA CHICKEN
Registration Number:	1648262	SALINAS CREAMED SPINACH & ARTICHOKE DIP
Registration Number:	1640692	MONTEREY KRUSE BURGER
Registration Number:	1626442	PALOMINO
Registration Number:	1529060	WELCOME TO FIN-LAND
Registration Number:	1549571	OUR REPUTATION IS ON THE LINE EVERY DAY.
Registration Number:	1357372	NEWPORT BAY RESTAURANT SEAFOOD-BROILER
Registration Number:	1374316	WHERE FRESH SEAFOOD COMES ASHORE
Registration Number:	1317422	CUTTERS
Registration Number:	1286602	NEWPORT BAY RESTAURANT
Registration Number:	1160427	SIMON & SEAFORT'S SALOON & GRILL
Registration Number:	1150718	SIMON & SEAFORT'S
Registration Number:	0966737	HORATIO'S

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8084
Email: ashley.scibelli@bingham.com
Correspondent Name: Ashley B. Scibelli
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	08/28/2009

TRADEMARK

REEL: 004054 FRAME: 0317

Total Attachments: 7

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**AMENDED AND RESTATED TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Trademark Agreement") dated as of August 27, 2009, by and among Restaurants Unlimited, Inc., a Minnesota corporation (successor by merger to the interests of RUI One Corp. and Pacific Coast Restaurants, Inc.) (the "Grantor"), 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 Amended and Restated Credit Agreement dated as of May 28, 2009 (as amended, supplemented, modified and in effect from time to time, the "Credit Agreement"), among the Grantor, RU Corp., a Washington corporation (formerly known as Restaurants Unlimited, Inc.) ("Parent"), the Lenders, the Agent and General Electric Capital Corporation, as Documentation Agent.

WHEREAS, the Grantor, Parent and the Agent previously entered into that certain Trademark Collateral Security and Pledge Agreement (as amended and in effect prior to the effectiveness hereof, the "Existing Trademark Agreement"), dated as of October 29, 2007, which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 3654 Frame 0584, et. seq. on November 5, 2007;

WHEREAS, it is a requirement under the Credit Agreement that the Grantor execute and deliver to the Agent, for the benefit of the Lenders and the Agent, an amended and restated 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 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 the Grantor and listed on Schedule A attached hereto, (ii) the trademark and service mark registration applications filed by the 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 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. The 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. The 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.

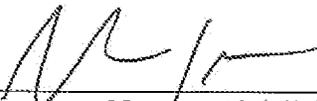
5. This Trademark Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. This Trademark Agreement amends, restates, supersedes and replaces the Existing Trademark Agreement. Nothing herein contained shall be construed as a novation of the obligations outstanding under the Existing Trademark Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Trademark Agreement shall be construed as a release or other discharge of the Grantor under the Existing Trademark Agreement.

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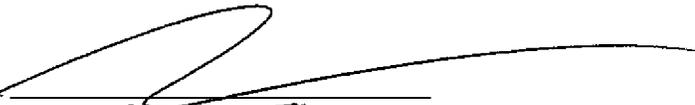
IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

RESTAURANTS UNLIMITED, INC.

By: 
Name: Norman Abdallah
Title: President and Chief Executive Officer

CRATOS CAPITAL MANAGEMENT, LLC,
as Agent

By: Cratos Capital Partners, LLC,
its Manager

By: 

Name: *RONALD J. BANKS*
Title: *MANAGING DIRECTOR*

SCHEDULE A

Trademarks and Trademark Registrations

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Type of Mark
MARINA FISH HOUSE AT RIVERPLACE	77/511091	6/30/2008			Service Mark
KINCAID'S GRILL	78/750895	11/9/2005			Service Mark
FONDI PIZZERIA SENZA PARI & DESIGN	78/720809	9/26/2005	3280742	8/14/2007	Trademark
FONDI PIZZERIA SENZA PARI & DESIGN	78/720833	9/26/2005	3280743	8/14/2007	Service Mark
FONDI	78/662318	7/1/2005	3283645	8/21/2007	Service Mark
NEWPORT SEAFOOD GRILL	78/517706	11/16/2004	3242914	5/15/2007	Service Mark
HENRY'S 12TH STREET TAVERN	78/359371	1/29/2004	2994502	9/13/2005	Service Mark
HENRY'S 12TH STREET TAVERN AMERICAN BAR & GRILL & DESIGN	78/359368	1/29/2004	2968727	7/12/2005	Service Mark
PORTLAND STEAK & CHOPHOUSE	78/278993	7/25/2005	2964951	7/5/2005	Service Mark
PORTLAND CITY GRILL	78/206570	1/23/2003	2804917	1/13/2004	Service Mark
CUTTERS POINT	76/420851	6/13/2002	3259686	7/10/2007	Trademark
MANZANA ROTISSERIE GRILL	76/293220	7/31/2001	2740747	7/22/2003	Service Mark
THE ART OF WOOD FIRE GRILLING	75/561518	9/29/1998	2299835	12/14/1999	Service Mark
RESTAURANTS UNLIMITED & DESIGN	75/217285	12/20/1996	2246460	5/18/1999	Service Mark
PALOMINO	75/006255	10/16/1995	2008261	10/15/1996	Service Mark

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Type of Mark
BILLY HEARTBEATS	74/328388	11/5/1992	1805608	11/16/1993	Service Mark
KINCAID'S	74/278219	5/20/1992	1827821	3/22/1994	Service Mark
PORTLAND DELI COMPANY	74/234152	12/30/1991	1714549	9/8/1992	Service Mark
NEWPORT BAY RESTAURANT A SEAFOOD café	74/140747	2/20/1991	1693690	6/9/1992	Service Mark
PALISADE	74/139742	2/15/1991	1732203	11/10/1992	Service Mark
STANFORD'S RESTAURANT & BAR	74/055945	5/4/1990	1735425	11/24/1992	Service Mark
SANTA ROSA CHICKEN	74/055944	5/4/1990	1643753	5/7/1991	Trademark
SALINAS CREAMED SPINACH & ARTICHOKE DIP	74/055940	5/4/1990	1648262	6/18/1991	Trademark
MONTEREY KRUSE BURGER	74/055937	5/4/1990	1640692	4/9/1991	Trademark
PALOMINO & DESIGN	74/031399	2/21/1990	1626442	12/4/1990	Service Mark
WELCOME TO FINLAND	73/738333	7/5/1988	1529060	3/7/1989	Service Mark
our reputation is on the line every day & DESIGN	73/699446	12/7/1987	1549571	7/25/1989	Service Mark
NEWPORT BAY RESTAURANT SEAFOOD BROILER & DESIGN	73/521665	2/11/1985	1357372	8/27/1985	Service Mark
WHERE FRESH SEAFOOD COMES ASHORE	73/501297	9/27/1984	1374316	12/3/1985	Service Mark
CUTTERS	73/481348	5/21/1984	1317422	1/29/1985	Service Mark
NEWPORT BAY RESTAURANT	73/422089	4/18/1983	1286602	7/17/1984	Service Mark

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Type of Mark
SIMON & SEAFORT'S SALOON & GRILL & DESIGN	73/216487	5/21/1979	1160427	7/7/1981	Service Mark
SIMON & SEAFORTS	73/216488	5/21/1979	1150718	4/7/1981	Service Mark
HORATIO'S	72/431342	7/31/1972	0966737	7/31/1972	Service Mark

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RECORDED: 08/28/2009

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