

CONTINUATION OF INFORMATION IN ITEM 1

10-27-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103578749
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10/26/2009

1. Name of conveying party(ies):

Homestyle Dining LLC

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

Citizenship (see guidelines) Delaware LLC

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 14, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: METROMEDIA COMPANY

Internal

Address: Legal Department

Street Address: 21 Main Street, Suite 202

City: Hackensack

State: New Jersey

Country: USA Zip: 07601

Association Citizenship _____

General Partnership Citizenship Delaware

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)

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

A. Trademark Application No.(s)

77432001

B. Trademark Registration No.(s)

1716388; 1838933; 1481977; 1022904; 3060053; 2377123; 3169842

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, Esq.

Internal Address: Metromedia Company Legal Dept.

Street Address: 21 Main Street, Suite 202

City: Hackensack

State: New Jersey Zip: 07601

Phone Number: 201.531.8043

Fax Number: 201.531.2803

Email Address: jgilmore@metromediacompany.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$665.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/27/2009 LMJELLER 00000003 77432001

01 FC:8521

02 FC:8522

Deposit Account Number _____

Authorized User Name _____

2009 OCT 27 9:09 AM

9. Signature:

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

October 15, 2009

Date

Total number of pages including cover sheet, attachments, and document: 12

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
REEL: 004085 FRAME: 0703

CONTINUATION OF INFORMATION IN ITEM 4B

REGISTRATION NUMBERS

1937798
3543457
1176637
2822503
3166279
3037796
1429639
2141635
0903604
1677995
1254681
3234681
3166422
2418851
1667943
2304045
3322726
3031783

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, effective as of October 14, 2009 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among HOMESTYLE DINING LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Grantor"), METROMEDIA COMPANY, a general partnership organized and existing under the laws of the State of Delaware, in its capacity as lender (together with any successors and assigns thereto in such capacity, "Metromedia") and the MSC/PON CREDITORS' TRUST, in its capacity as lender (together with any successors and assigns thereto in such capacity, the "Creditors' Trust" and, together with Metromedia, the "Lenders" and each a "Lender").

Reference is made to the Security Agreement effective as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, BONANZA RESTAURANT COMPANY, a general partnership organized and existing under the laws of the State of Delaware ("Bonanza"), PONDEROSA FRANCHISING COMPANY, a general partnership organized and existing under the laws of the State of Delaware ("Ponderosa"), JOST RESTAURANT FINANCING, INC., a corporation organized and existing under the laws of the State of Delaware ("JOST"), PONDEROSA INTERNATIONAL DEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Delaware ("International"), PUERTO RICO PONDEROSA, INC., a corporation organized and existing under the laws of the State of Delaware ("Puerto Rico"), PON REALTY I, INC., a corporation organized and existing under the laws of the State of Delaware ("Realty" and, together with Grantor, Bonanza, Ponderosa, JOST, International and Puerto Rico, the "Borrowers" and each a "Borrower") and the Lenders. Metromedia Company has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement effective as of the date hereof (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) by and among the Borrowers and Metromedia, and the Creditors' Trust has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Promissory Note effective as of the date hereof (as amended, supplemented or otherwise modified from time to time (the "Promissory Note")) by the Borrowers to the Creditors Trust. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings given to them in the Security Agreement, the Credit Agreement or the Promissory Note.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance in full of the Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby pledges and grants to each of the Lenders, their respective successors and assigns, a lien and security interest in and to all of the Grantor's right, title and interest in, to and under the following assets and properties, whether now owned or at any time hereafter created or acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country worldwide or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those U.S. Federal trademark applications and registrations listed on Schedule I (the “Trademarks”), and all goodwill associated therewith or symbolized thereby, and all rights corresponding thereto throughout the world (including, without limitation, (i) all rights to sue for past, present and future infringements thereof, (ii) all licenses, royalties, income, payments, claims, damages, and proceeds of suit arising therefrom); and

(b) all agreements providing for the granting of any license in or to Trademarks (whether the Grantor is licensee or licensor thereunder) (collectively, “Trademark Licenses”), to the extent such agreements are capable of being so pledged.

SECTION 3. Supplement to the Security Agreement. The security interests granted to the Lenders pursuant to this Trademark Security Agreement are granted in furtherance of, and not in limitation of or expansion of, the security interests granted to the Lenders pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. This Trademark Security Agreement is made to secure the satisfactory payment and performance of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor’s obligations thereunder. Each Lender shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Trademark Security Agreement. Additionally, upon such satisfactory payment, each Lender shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 5. Counterparts. This Trademark Security 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.

SECTION 6. Miscellaneous. The provisions of Section 9 of the Security Agreement are hereby incorporated by reference, mutatis mutandis.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOMESTYLE DINING, LLC

By: Tamara S. Jones

Name: Tamara S. Jones

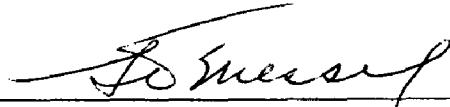
Title: Executive Vice President

TRADEMARK

REEL: 004085 FRAME: 0707

Accepted and Agreed:

METROMEDIA COMPANY,
as Lender

By: 
Name: Silvia Kessel
Title: SVP

Accepted and Agreed:

MSC/PON CREDITORS' TRUST,
as Lender

By: _____
Name:
Title:

Accepted and Agreed:

METROMEDIA COMPANY,
as Lender

By: _____
Name:
Title:






Accepted and Agreed:

MSC/PON CREDITORS' TRUST,
as Lender






By: *Dan Lain*
Name: *Dan Lain*
Title: *Trustee*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Applications and Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner¹	Status
BONANZA	74232520 23-DEC-1991	1716388 15-SEP-1992	Metromedia Steakhouses Company, L.P.	Renewed in 2002
BONANZA	74430850 01-SEP-1993	1838933 07-JUN-1994	Metromedia Steakhouses Company, L.P.	Renewed in 2004
BONANZA BONANZA	73546769 08-JUL-1985	1481977 22-MAR-1988	Metromedia Steakhouses Company, L.P.	Renewed in 2008
BONANZA 	73035604 25-OCT-1974	1022904 14-OCT-1975	Metromedia Steakhouses Company, L.P.	Renewed in 2006
BONANZA STEAKHOUSE 	78470845 20-AUG-2004	3060053 21-FEB-2006	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
BONANZA STEAKHOUSE 	75675991 05-APR-1999	2377123 15-AUG-2000	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
COMEBACK KID	78576123 28-FEB-2005	3169842 07-NOV-2006	Metromedia Steakhouses Company, L.P. Composed of: Metpon Acquisition, Inc.	Registered
Design Only 	74480254 10-DEC-1993	1937798 28-NOV-1995	Metromedia Steakhouses Company, L.P. dba Ponderosa	Renewed in 2006
FREEDOM BY THE PLATEFUL	77459878 01-MAY-2008	3543457 12-DEC-2008	Metromedia Steakhouses Company, L.P.	Registered
FRESHTASTIKS	73267100 20-JUN-1980	1176637 03-NOV-1981	Metromedia Steakhouses Company, L.P.	Renewed in 2002
GET IT TOGO 	76466609 13-NOV-2002	2822503 16-MAR-2004	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
HOOTENANNY	77432001 26-MAR-2008		Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Published Intent to Use First Extension to file Statement of Use

¹ These applications and registrations have not yet been updated to reflect the conversion of Metromedia Steakhouses Company, L.P. into a limited liability company with the new name of Homestyle Dining LLC, but such change will be effected as soon as possible following the Effective Date.

				granted
MFS PREFERRED	78526931 03-DEC-2004	3166279 31-OCT-2006	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
MRG	78468847 17-AUG-2004	3037796 03-JAN-2006	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered Supplemental Register
PONDEROSA 	73599529 19-MAY-1986	1429639 17-FEB-1987	Metromedia Steakhouses Company, L.P.	Renewed in 2007
PONDEROSA	74049785 07-APR-1990	2141635 10-MAR-1998	Metromedia Steakhouses Company, L.P.	Renewed in 2008
PONDEROSA	72294261 27-MAR-1968	0903604 01-DEC-1970	Metromedia Steakhouses Company, L.P.	Renewed in 2001
PONDEROSA PONDEROSA	74118127 26-NOV-1990	1677995 03-MAR-1992	Metromedia Steakhouses Company, L.P.	Renewed in 2002
PONDEROSA	73342194 17-DEC-1981	1254681 18-OCT-1983	Metromedia Steakhouses Company, LP	Renewed in 2003
PONDEROSA EXPRESS	78578016 02-MAR-2005	3234681 24-APR-2007	Metromedia Steakhouses Company, L.P. Composed of: Metpon Acquisition, Inc	Registered
PONDEROSA STEAK & BUFFET 	78567665 15-FEB-2005	3166422 31-OCT-2006	Metromedia Steakhouses Company, L.P. Composed of: Metpon Acquisition, Inc.	Registered
PONDEROSA STEAKHOUSE 	75747276 09-JUL-1999	2418851 09-JAN-2001	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
PONDEROSA STEAKHOUSE 	74118126 26-NOV-1990	1667943 10-DEC-1991	Metromedia Steakhouse Company, L.P.	Renewed in 2001
RANCHER'S SKILLET BREAKFAST BUFFET 	75572984 19-OCT-1998	2304045 28-DEC-1999	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
SHRIMP STAMPEDE	77076598 05-JAN-2007	3322726 30-OCT-2007	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
WELCOME TO OUR SPREAD	78468818 17-AUG-2004	3031783 20-DEC-2005	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered





TRADEMARK

REEL: 004085 FRAME: 0711

CONTINUATION OF INFORMATION IN ITEM 4C

IDENTIFICATION OR DESCRIPTION OF TRADEMARKS

Trademark Identification/Description	Reg. No./ App. No (where registration pending)
BONANZA	1716388
BONANZA	1838933
BONANZA BONANZA	1481977
BONANZA 	1022904
BONANZA STEAKHOUSE 	3060053
BONANZA STEAKHOUSE BONANZA <i>Steakhouse</i>	2377123
COMEBACK KID	3169842
Design Only 	1937798
FREEDOM BY THE PLATEFUL	3543457
FRESHTASTIKS	1176637
GET IT TOGO 	2822503
HOOTENANNY	77432001 (application No.)
MFS PREFERRED	3166279
MRG	3037796

Trademark Identification/Description	Reg. No./ App. No (where registration pending)
PONDEROSA 	1429639
PONDEROSA	2141635
PONDEROSA	0903604
PONDEROSA PONDEROSA	1677995
PONDEROSA	1254681
PONDEROSA EXPRESS	3234681
PONDEROSA STEAK & BUFFET 	3166422
PONDEROSA STEAKHOUSE 	2418851
PONDEROSA STEAKHOUSE PONDEROSA <i>Steakhouse</i>	1667943
RANCHER'S SKILLET BREAKFAST BUFFET 	2304045
SHRIMP STAMPEDE	3322726
WELCOME TO OUR SPREAD	3031783