

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allen Brothers, Inc.		10/29/2009	CORPORATION: ILLINOIS
The Great Steakhouse Steaks LLC		10/29/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Old Second National Bank		
Street Address:	37 S. River Street		
City:	Aurora		
State/Country:	ILLINOIS		
Postal Code:	60506		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3677839	WE DELIVER CERTAINTY	
Registration Number:	3297650	ALLEN BROTHERS	
Registration Number:	3286123	ALLEN BROTHERS	
Registration Number:	3144432	THE GREAT STEAKHOUSE LOBSTERS	
Registration Number:	3132127	THE GREAT STEAKHOUSE DESSERTS	
Registration Number:	3138149	THE GREAT STEAKHOUSE STEAK BURGERS	
Registration Number:	3191186	THE GREAT STEAKHOUSE STEAK DOGS	
Registration Number:	3060262	THE GREAT STEAKHOUSE ROASTS	
Registration Number:	3060261	THE GREAT STEAKHOUSE POULTRY	
Registration Number:	3144431	THE GREAT STEAKHOUSE SEAFOOD	
Registration Number:	3279366	THE GREAT STEAKHOUSE LAMB	
Registration Number:	3257715	THE GREAT STEAKHOUSE PORK	
Registration Number:	3257714	THE GREAT STEAKHOUSE VEAL	

CH \$890.00 3677839

Registration Number:	3584513	STEAKTOPIA AMERICA'S STEAK COMPANY
Registration Number:	3581623	STEAKTOPIA
Registration Number:	2711282	GO TO THE SOURCE
Registration Number:	2703418	ALLEN BROTHERS
Registration Number:	2733674	ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS
Registration Number:	2358671	PROMISE OF EXCELLENCE
Registration Number:	2396415	PROMISE OF EXCELLENCE
Registration Number:	1976660	AWESOME COMBINATION
Registration Number:	1965120	AWESOME COMBINATION
Registration Number:	1861160	PRIME PROTECTION
Registration Number:	2223675	THE GREAT STEAKHOUSE STEAKS
Serial Number:	77448910	EYE RIB STEAK
Serial Number:	77448880	ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS SINCE 1893
Serial Number:	77388269	THE OTHER BEEF
Serial Number:	77370090	STEAKTOPIA AMERICA'S STEAK COMPANY
Serial Number:	77370085	STEAKTOPIA
Serial Number:	77580311	PET STEAKTOPIA
Serial Number:	77570264	REDMARBLE STEAK
Serial Number:	77568152	REDMARBLE
Serial Number:	77708966	ALLEN BROTHERS STEAKS
Serial Number:	77448898	COVER STEAK
Serial Number:	77448920	CENTER RIB STEAK

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	39801.00.0004
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/

Date:

11/10/2009

Total Attachments: 12

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TRADEMARK AND LICENSE SECURITY AGREEMENT

This TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement"), dated as of October 29, 2009, is by and among ALLEN BROTHERS, INC., an Illinois corporation, with an address of 3737 S. Halsted Street, Chicago, Illinois 60609, THE GREAT STEAKHOUSE STEAKS LLC, an Illinois limited liability company, with an address of 3801 S. Sangamon Street, Chicago, Illinois 60609 (collectively, the "Grantors" and, individually, each a "Grantor"), and OLD SECOND NATIONAL BANK, with an address of 37 S. River Street, Aurora, Illinois 60506, in its capacity as lender ("Grantee").

WITNESSETH:

WHEREAS, Grantors and Grantee have entered into that certain Loan and Security Agreement dated as of the date hereof (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") pursuant to which Grantee has agreed to make certain credit facilities available to Grantors (as defined in the Loan Agreement);

WHEREAS, in order to induce Grantee to enter into the Loan Agreement and to make the loans and other credit accommodations as provided for in the Loan Agreement, Grantors have agreed to pledge the Collateral (as defined below) to Grantee in accordance herewith, in each case to secure the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Agreement is required by the terms of the Loan Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(iv) "Default" means the occurrence of either of the following events: (a) any Default by Grantors under the terms of the Loan Agreement or any Other Agreements; or (b) any Event of Default.

2. Security Interest in Trademarks. As security for prompt payment in full of all of the Obligations, Grantors hereby grant to Grantee a first priority security interest in all of such Grantor's now owned or existing and hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications and registrations listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Grantee's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of Grantee, Grantors will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Grantee in Grantors' rights under such license agreement (excluding any license of non-custom computer software).

3. Restrictions on Future Agreements. Grantors will not, without Grantee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Grantor further agrees that they will not take any action, and will not permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee, under this Agreement or any Other Agreements or the rights associated with those Trademarks which are necessary or desirable in the operation of such Grantor's business.

4. New Trademarks. Each of the Grantors represent and warrant that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademark applications and registrations and Licenses to any Trademarks which Licenses are material to the operation of such Grantor's business (excluding any license of non-custom computer software) now owned or held by such Grantor. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto, and such Grantor shall give to Grantee prompt written notice thereof. Each Grantor hereby authorizes Grantee to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any Trademarks or Licenses which are described under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a short form of this Agreement containing on Schedules A or B thereto, as the case may be, such Trademarks or Licenses, as the case may be, which are described under this Section 4. Notwithstanding the foregoing, each Grantor agrees that Grantee's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Grantee actually amends Schedules A or B, respectively.

5. Royalties. Each Grantor hereby agrees that the use by Grantee of the Trademarks and Licenses as authorized hereunder shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Grantee to such Grantor.

6. Nature and Continuation of Grantee's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and the Licenses and shall remain in full force and effect until the Obligations has been indefeasibly paid in full in cash and the Loan Agreement terminated, at such time the rights granted to Grantee hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Grantee shall have the right, at any reasonable time and from time to time, to inspect the premises of each Grantor and to examine the books, records and operations of each of the Grantors relating to the Trademarks; provided, that in conducting such inspections and examinations, Grantee shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. Each of the Grantors agree not to sell or assign its respective interests in, or grant any license under (other than granting any license in the ordinary course of business), the Trademarks without the prior written consent of Grantee.

8. Duties of Grantors. Each Grantor shall have the duty to the extent desirable in the conduct of such Grantor's business and consistent with such Grantor's current business practices or such Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as such Grantor deems appropriate; (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks and (iv) obtain any consents, waivers or agreements necessary to enable Grantee to exercise its remedies with respect to any and all Trademark Collateral. Any

expenses incurred in connection with the foregoing shall be borne by such Grantor. Neither of the Grantors shall abandon any trademark or service mark which is the subject of a registration or application therefor and which is or shall be necessary or economically desirable to the operation of such Grantors' business. Each Grantor agrees to retain an experienced trademark attorney reasonably acceptable to Grantee for the filing and prosecution of all such applications and other proceedings. Grantee shall have no duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Grantee shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantors and added to the Obligations secured thereby.

9. Grantee's Right to Sue; Limited License. From and after the occurrence and during the continuance of a Default, Grantee shall have the right, but shall not be obligated, upon prior written notice to each of the Grantors, to bring suit to enforce the Trademarks and the Licenses, and, if Grantee shall commence any such suit, each of the Grantors shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement. Each of the Grantors shall, upon demand, promptly reimburse and indemnify Grantee for all reasonable costs and expenses incurred by Grantee in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Grantee is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby. Each of the Grantors hereby grant to Grantee a license with respect to all Trademarks and Licenses owned or used by such Grantor to the extent necessary to enable Grantee, effective upon the occurrence of any Default, to realize on the Trademarks and Licenses and any successor or assign to enjoy the benefits of the Trademarks and Licenses. This license shall inure to the benefit of Grantee and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to any Grantor or any other Person by Grantee or any other Person.

10. Waivers. No course of dealing between any Grantor and Grantee, and no failure to exercise or delay in exercising on the part of Grantee any right, power or privilege hereunder or under the Loan Agreement or any Other Agreements shall operate as a waiver of any of Grantee's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or any Other Agreements shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Grantee's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Grantee may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the Other Agreements. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Grantee shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and

after the occurrence and during the continuation of a Default, Grantee or its nominee may use the Trademarks and Licenses to assemble, manufacture, sell, prepare for sale or take possession of the Collateral, or for any other purpose in connection with the conduct of each of the Grantor's business. Any proceeds of any of the Trademark Collateral may be applied by the Grantee to the payment of expenses in connection with the enforcement of Grantee's rights and remedies hereunder and in connection with the Trademark Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Grantee toward the payment of such of the Obligations, and in such order of application, as Grantee may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to Grantors or as a court of competent jurisdiction shall direct).

12. Severability. If any provision hereof is held to be illegal or unenforceable, such provision shall be fully severable, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by such provision's severance. Furthermore, in lieu of any such provision, there shall be added automatically as a part of this Agreement a legal and enforceable provision as similar in terms to the severed provision as may be possible.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Grantee's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby irrevocably appoints Grantee as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of a Default, each Grantor hereby authorizes Grantee to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Grantee deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license with respect to the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and the Licenses to anyone on commercially reasonable terms. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement or the Other Agreements, but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (x) the Trademarks may be located or deemed located or (y) the Licenses were granted.

15. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and their successors and assigns, and shall inure to the benefit of Grantee and its

nominees, successors and assigns. The successors and assigns of a Grantor shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that such Grantor shall not voluntarily assign their obligations hereunder without the prior written consent of Grantee.

16. **CHOICE OF LAW; WAIVER OF JURY TRIAL; SERVICE OF PROCESS.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. EACH GRANTOR AND GRANTEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH GRANTOR HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL GRANTEE BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.

17. Notices. Except as otherwise herein provided, any notice or other communication required hereunder shall be in writing (messages sent by e-mail or other electronic transmission (other than by telecopier) shall not constitute a writing, however any signature on a document or other writing that is transmitted by e-mail or telecopier shall constitute a valid signature for purposes hereof), and shall be deemed to have been validly served, given or delivered when received by the recipient if hand delivered, sent by commercial overnight courier or sent by facsimile, or three (3) Business Days after deposit in the United States mail, with proper first-class postage prepaid and addressed to the party at its address and/or facsimile number set forth in the Loan Agreement, or to such other address as either party shall specify to the other in writing from time to time.

18. Section Headings. The Section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic transmission shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

20. Right of Recordal of Security Interest. Grantee shall have the right, but not the obligation, at the expense of Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Grantee, and Grantee shall advise Grantors of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Grantors shall have the right to effect recordal of such satisfaction or termination at the expense of Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper

by Grantors, and Grantee shall execute all documents deemed reasonable and proper by Grantors in connection therewith. Grantee and Grantors shall cooperate to effect all such recordals hereunder.

21. Joint and Several. Each Grantor shall be jointly and severally liable for all of the representations, warranties, covenants and obligations of Grantors under this Agreement.

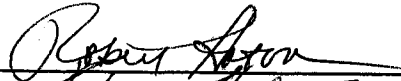
[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark and License Security Agreement

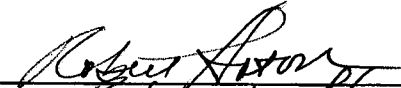
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTORS:

ALLEN BROTHERS, INC., an Illinois corporation

By: 
Name: Robert A. Hottel
Its: CEO

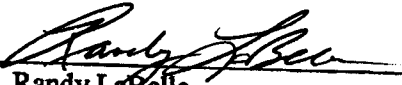
THE GREAT STEAKHOUSE STEAKS LLC,
an Illinois limited liability company

By: 
Name: Robert A. Hottel
Its: CEO

Signature Page to Trademark and License Security Agreement

GRANTEE:

OLD SECOND NATIONAL BANK

By: 
Randy Labelle
Vice President

CHICAGO#1990483

TRADEMARK
REEL : 004093 FRAME: 0920

**SCHEDULE A
to Trademark and License Security Agreement**

TRADEMARKS

MARK	REGISTRATION/APPLICATION NUMBER
WE DELIVER CERTAINTY	3,677,839
ALLEN BROTHERS	3,297,650
ALLEN BROTHERS	3,286,123
THE GREAT STEAKHOUSE LOBSTERS	3,144,432
THE GREAT STEAKHOUSE DESSERTS	3,132,127
THE GREAT STEAKHOUSE STEAK BURGERS	3,138,149
THE GREAT STEAKHOUSE STEAK DOGS	3,191,186
THE GREAT STEAKHOUSE ROASTS	3,060,262
THE GREAT STEAKHOUSE POULTRY	3,060,261
THE GREAT STEAKHOUSE SEAFOOD	3,144,431
THE GREAT STEAKHOUSE LAMB	3,279,366
THE GREAT STEAKHOUSE PORK	3,257,715
THE GREAT STEAKHOUSE VEAL	3,257,714
STEAKTOPIA AMERICA'S STEAK COMPANY	3,584,513
STEAKTOPIA	3,581,623
GO TO THE SOURCE	2,711,282
ALLEN BROTHERS	2,703,418
ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	2,733,674

Signature Page to Trademark and License Security Agreement

PROMISE OF EXCELLENCE	2,358,671
PROMISE OF EXCELLENCE	2,396,415
AWESOME COMBINATION	1,976,660
AWESOME COMBINATION	1,965,120
PRIME PROTECTION (stylized)	1,861,160
THE GREAT STEAKHOUSE STEAKS	2,223,675
EYE RIB STEAK	77/448,910
ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS SINCE 1893 & Design	77/448,880
THE OTHER BEEF	77/388,269
STEAKTOPIA AMERICA'S STEAK COMPANY	77/370,090
STEAKTOPIA	77/370,085
PET STEAKTOPIA	77/580,311
RedMarble Steak	77/570,264
RedMarble	77/568,152
ALLEN BROTHERS STEAKS & Design	77/708,966
COVER STEAK	77/448,898
CENTER RIB STEAK	77/448,920

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

None