

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: 2			
Property Type	Number	Word Mark	
Serial Number:	77958230	PALOMINO RESTAURANT & BAR EST. 1988	
Serial Number:	77958229		
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	0000324521		

OP \$65.00 77958230

NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	03/24/2010
Total Attachments: 7 source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page1.tif source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page2.tif source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page3.tif source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page4.tif source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page5.tif source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page6.tif source=RUI_AR Trademark Agreement with 2010 Updated Schedule A (2)#page7.tif	

**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.

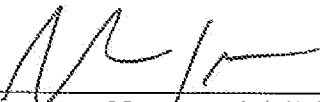
5. This Trademark Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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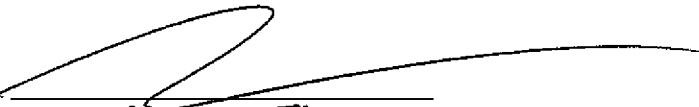
IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

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
PALOMINO RESTAURANT & BAR EST. 1988 & DESIGN*	77/958230	3/12/2010			Trademark
DESIGN*	77/958229	3/12/2010			Trademark
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

* Added by the Agent on March 24, 2010 pursuant to Section 3 of this Trademark Agreement.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Type of 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
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

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Type of 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
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