

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Restaurants Unlimited, Inc.		05/21/2010	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	8377 East Hartford Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
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:	2740747	MANZANA ROTISSERIE GRILL
Registration Number:	2299835	THE ART OF WOOD FIRE GRILLING
Registration Number:	1640692	MONTEREY KRUSE BURGER
Registration Number:	1805608	BILLY HEARTBEATS
Registration Number:	1714549	PORTLAND DELI COMPANY
Registration Number:	1693690	NEWPORT BAY RESTAURANT A SEAFOOD CAFE
Registration Number:	1735425	STANFORD'S RESTAURANT & BAR
Registration Number:	1357372	NEWPORT BAY RESTAURANT SEAFOOD-BROILER

OP \$865.00 3242914

Registration Number:	1286602	NEWPORT BAY RESTAURANT
Registration Number:	1648262	SALINAS CREAMED SPINACH & ARTICHOKE DIP
Registration Number:	1643753	SANTA ROSA CHICKEN
Registration Number:	1374316	WHERE FRESH SEAFOOD COMES ASHORE
Registration Number:	1317422	CUTTERS
Registration Number:	0966737	HORATIO'S
Registration Number:	1827821	KINCAID'S
Registration Number:	1732203	PALISADE
Registration Number:	2008261	PALOMINO
Registration Number:	1626442	PALOMINO
Registration Number:	2246460	RESTAURANTS UNLIMITED
Registration Number:	1150718	SIMON & SEAFORT'S
Registration Number:	3259686	CUTTERS POINT
Serial Number:	78750895	KINCAID'S GRILL
Registration Number:	3283645	FONDI
Registration Number:	3276983	FONDI
Registration Number:	3280742	FONDI PIZZERIA SENZA PARI
Registration Number:	3280743	FONDI PIZZERIA SENZA PARI
Registration Number:	1160427	SIMON & SEAFORT'S SALOON & GRILL
Serial Number:	77958230	PALOMINO RESTAURANT & BAR EST. 1988
Serial Number:	77958229	

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	0000305546
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	05/25/2010

Total Attachments: 8

source=GE CAPITAL Executed Trademark Agreement#page1.tif

source=GE CAPITAL Executed Trademark Agreement#page2.tif

source=GE CAPITAL Executed Trademark Agreement#page3.tif

source=GE CAPITAL Executed Trademark Agreement#page4.tif

source=GE CAPITAL Executed Trademark Agreement#page5.tif

source=GE CAPITAL Executed Trademark Agreement#page6.tif

source=GE CAPITAL Executed Trademark Agreement#page7.tif

source=GE CAPITAL Executed Trademark Agreement#page8.tif

EXECUTION VERSION

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

This SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Trademark Agreement") dated as of May 21, 2010, by and among Restaurants Unlimited, Inc., a Minnesota corporation (the "Grantor"), and General Electric Capital Corporation, a Delaware corporation, as 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 Second Amended and Restated Credit Agreement dated as of May 21, 2010 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among the Grantor, RU Corp., a Washington corporation ("Parent"), the Lenders and the Agent.

WHEREAS, the Borrowers, certain lenders party thereto (the "Former Lenders") and Cratos Capital Management, LLC (the "Original Agent") entered into a Credit Agreement dated as of October 29, 2007 (the "Former Credit Agreement"), pursuant to which the Former Lenders, subject to the terms and conditions contained therein, provided certain financial accommodations to the Borrowers;

WHEREAS, the Borrowers, certain lenders party thereto (the "Original Lenders") and the Original Agent entered into an Amended and Restated Credit Agreement dated as of May 28, 2009 (as heretofore amended, the "Original Credit Agreement"), which amended and restated in its entirety the Former Credit Agreement, pursuant to which the Original Lenders, subject to the terms and conditions contained therein, provided certain financial accommodations to the Borrowers;

WHEREAS, the Borrowers, the Agent and the Original Agent entered into that certain Resignation and Appointment Agreement, dated as of even date herewith, pursuant to which the Original Agent resigned as agent under the Original Credit Agreement and the L/C Agent, the Administrative Borrower and the Required Lenders (each as defined in the Original Credit Agreement) concurrently appointed General Electric Capital Corporation as successor agent under the Original Credit Agreement;

WHEREAS, the Original Credit Agreement has been amended and restated in its entirety by the Credit Agreement, as set forth therein and shall remain in full force and effect only as set forth therein;

WHEREAS, the Grantor, Parent and the Original Agent previously entered into that certain Amended and Restated Trademark Collateral Security and Pledge Agreement (as amended and in effect prior to the effectiveness hereof, the "Original Trademark Agreement"), dated as of August 27, 2009, which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 4054 Frame 0316, et. seq. on August 28, 2009;

WHEREAS, the Grantor wishes to continue and confirm the grant of security interests by the Grantor in favor of the Agent (as successor in interest to the Original Agent) for

the benefit of the Secured Parties and the Agent (as successor in interest to the Original Agent) as set forth in the Original Trademark Agreement;

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Grantor execute and deliver to the Agent, for the benefit of the Secured Parties, a second amended and restated trademark collateral security and pledge agreement in substantially the form hereof; and

WHEREAS, the Grantor has executed and delivered to the Agent, for the benefit of the Secured Parties, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Parties, 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 Exhibit A attached hereto, (ii) the trademark and service mark registration applications filed by the Grantor and listed on Exhibit 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 (v) 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 (a) hereby ratifies and affirms the grant and pledge of security interests made pursuant to the Existing Trademark Agreement, and (b) to the extent not covered in clause (a), hereby grants to the Agent, for the benefit of the Secured Parties, and notice is hereby given that the Grantor has granted to the Agent, for the benefit of the Secured Parties, 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.

[Remainder of page intentionally left blank.]

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

RESTAURANTS UNLIMITED, INC.

By: Robin L. Galloway
Name: Robin Galloway
Title: Chief Financial Officer, Treasurer
and Secretary of the above
corporation

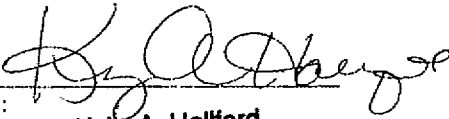
[Signature Page to Second Amended and Restated Trademark Collateral Security and Pledge Agreement]

A/73377009

TRADEMARK
REEL: 004213 FRAME: 0521

Accepted and acknowledged by:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: _____
Title: **Kelly A. Halford**
Authorized Signatory

[Signature Page to Second Amended and Restated Trademark Collateral Security and Pledge Agreement]

A/73377009

TRADEMARK
REEL: 004213 FRAME: 0522

EXHIBIT A

Trademarks and Trademark Registrations

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE/STATUS	TYPE OF MARK
Newport Seafood Grill	78/517706	11/16/2004	3242914	05/15/2007/Active	Service Mark
Pacific Coast's Marina Fish House at Riverplace	78/933110	07/19/2006	None	None/Inactive	Service Mark
Henry's 12th Street Tavern	78/359371	01/29/2004	2994502	09/13/2005/Active	Service Mark
Henry's 12th Street Tavern American Bar & Grill	78/359368	01/29/2004	2968727	07/12/2005/Active	Service Mark
Portland Steak & Chophouse	78/278993	07/25/2003	2964951	07/05/2005/Active	Service Mark
Portland City Grill	78/206570	01/23/2003	2804917	01/13/2004/Active	Service Mark
Manzana Rotisserie Grill	76/293220	07/31/2001	2740747	07/22/2003/Active	Service Mark
The Art of Wood Fire Grilling	75/561518	09/29/1998	2299835	12/14/1999/Active	Service Mark
Portland Steak & Chophouse	75/129413	07/03/1996	2139837	02/24/1998/Inactive	Service Mark
Monterey Kruse Burger	74/055937	05/04/1990	1640692	04/09/1991/Active	Trademark
Billy Heartbeats	74/328388	11/05/1992	1805608	11/16/1993/Active	Service Mark
Portland Deli Company	74/234152	12/30/1991	1714549	09/08/1992/Active	Service Mark
Newport Bay Restaurant A Seafood Café	74/140747	02/20/1991	1693690	06/09/1992/Active	Service Mark
Stanford's Restaurant & Bar	74/055945	05/04/1990	1735425	11/24/1992/Active	Service Mark
Approved by the Sturgeon General	73/661846	05/20/1987	1476324	02/09/1988/Inactive	Service Mark
Newport Bay Restaurant Seafood-Broiler	73/521665	02/11/1985	1357372	08/27/1985/Active	Service Mark
Welcome to Fin-Land	73/738333	07/05/1988	1529060	03/07/1989/Inactive	Service Mar
Our Reputation is on the Line Every Day	73/699446	12/07/1987	1549571	07/25/1989/Inactive	Service Mark
Newport Bay Restaurant	73/422089	04/18/1983	1286602	07/17/1984/Active	Service Mark
Salinas Creamed Spinach & Artichoke Dip	74/055940	05/04/1990	1648262	06/18/1991/Active	Trademark
Santa Rosa Chicken	74/055944	05/04/1990	1643753	05/07/1991/Active	Trademark
Newport Fish House	78/486508	09/20/2004	None	None/Inactive	Service Mark
Henry's Tavern and American Bar & Grill	78/275692	07/17/2003	None	None/Inactive	Service Mark
Scottsdale City Grill	76/413913	05/31/2002	None	None/Inactive	Service Mark
Scottsdale Chophouse	76/290810	07/25/2001	None	None/Inactive	Service Mark
I'll Be Back	75/129414	07/03/1996	None	None/Inactive	Service Mark

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE/STATUS	TYPE OF MARK
Portland Yogurt Company	74/278247	05/26/1992	1732249	11/10/1992/Inactive	Service Mark
Pacific Coast Restaurants	74/193573	08/12/1991	None	None/Inactive	Service Mark
Newport Bay Restaurant An American Café	74/095616	09/10/1990	1659184	10/01/1991/Inactive	Service Mark
Newport Bay Restaurant An American Café	74/095615	09/10/1990	1659183	10/01/1991/Inactive	Service Mark
Portland Deli Company	74/062604	05/25/1990	1645706	05/21/1991/Inactive	Service Mark
Campbell River Café	74/055909	05/04/1990	None	None/Inactive	Service Mark
Movie Movie Cafe	74/055908	05/04/1990	None	None/Inactive	Service Mark
Where Fresh Seafood Comes Ashore	73/501297	09/27/1984	1374316	12/03/1985/Active	Service Mark
Where Fresh Seafood Comes Ashore	73/603232	06/09/1986	1440265	05/19/1987/Inactive	Service Mark
Ruby Heartbeats	74/309402	08/21/1992	None	None/Inactive	Service Mark
Clinkerdagger (Washington)			26517	11/17/1997/Active	Service Mark
Cutters	73/481348	05/21/1984	1317422	01/29/1985/Active	Service Mark
Horatio's	72/431342	07/31/1972	966737	08/21/1973/Active	Service Mark
Kincaid's	74/278219	05/20/1992	1827821	03/22/1994/Active	Service Mark
Maggie Bluffs (Washington)			26511	11/17/1997/Active	Service Mark
Palisade	74/139742	02/15/1991	1732203	11/10/1992/Active	Service Mark
Palomino	75/977098	04/07/1995	2174034	07/14/1998/Inactive	Trademark
Palomino	75/006255	10/16/1995	2008261	10/15/1996/Active	Service Mark
Palomino & Design	74/031399	02/21/1990	1626442	12/04/1990/Active	Service Mark
Restaurants Unlimited & Design (Canada)	1028192	09/09/1999	TMA543150	03/27/2001/Active	Service Mark
Restaurants Unlimited & Design	75/217285	12/20/1996	2246460	05/18/1999/Active	Service Mark
Ryan's (Hawaii)			207851	06/09/1997/Active	Service Mark
Ryan's Grill at Ward Centre (Hawaii)			162499	04/23/1993/Active	Service Mark
Scott's (Washington)		02/14/1985	15572	02/04/1985/Active	Service Mark
Simon & Seafort's	73/216488	05/21/1979	1150718	04/7/1981/Active	Service Mark
Skates (California)			041130	11/13/1992/Active	Service Mark
Stanley & Seafort's (Washington)			21413	05/21/1992/Active	Service Mark
Cutter's Point (This trademark is licensed to a third party.)	76/420851	06/13/2002	3259686	07/10/2007/Active	Trademark
Kincaids Grill	78/750895	11/09/2005			Service Mark
Quattro Gatti Mozzarella Fresca Design	78/721528	09/27/2005	None	None/Inactive	Trademark
Fondi	78/662318	07/01/2005	3283645	08/21/2007/Active	Service Mark
Fondi	78/662322	07/01/2005	3276983	08/07/2007/Active	Service Mark

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE/STATUS	TYPE OF MARK
Fondi Pizzeria Senza Pari & Design	78/720809	09/26/2005	3280742	08/14/2007/Active	Service Mark
Fondi Pizzeria Senza Pari & Design	78/720833	09/26/2005	3280743	08/14/2007/Active	Service Mark
Simon & Seafort's Saloon & Grill (Design)	73/216487	05/21/1979	1160427	07/07/1981/Active	Service Mark
Marina Fish House at Riverplace	77/511091	06/30/2008	None	None/Inactive	Service Mark
Kincaid's (Hawaii)			232395	02/02/1999/Active	Service Mark
Ryan's (Hawaii)			216661	06/19/1997/Active	Service Mark
Newport Bay Restaurant and design (Oregon)			S15182	04/27/1983/Active	Service Mark
Pacific Coast Restaurants (Oregon)			S26408	08/20/1992/Active	Service Mark
EURO BISTRO (Canada)	758132	06/30/1994	TMA469947	01/28/1997/Active	Service Mark
PALOMINO and Horse Design	77/958230	03/12/2010			Service Mark
Horse Design	77/958229	03/12/2010			Service Mark
PIZZERIA FONDI SENZA PARI and Design (Canada)	1457628	11/02/2009			Trademark and Service Mark
OUR REPUTATION IS ON THE LINE EVERYDAY (Oregon)			TS21630	06/01/1987/Inactive	Trademark and Service Mark
OUR REPUTATION IS ON THE LINE EVERYDAY (Washington)			18210	07/13/1988/Inactive	Service Mark
APPROVED BY THE STURGEON GENERAL (Oregon)			TS21628	06/01/1987/Inactive	Trademark and Service Mark
APPROVED BY THE STURGEON GENERAL (Washington)			17267	05/20/1987	Service Mark
STANFORD'S RESTAURANT & BAR (Oregon)			25642	09/25/1991	Service Mark
KINCAID'S FISH, CHOP & STEAK HOUSE (Hawaii)			12884F3001		
PACIFIC COAST RESTAURANTS (Washington)			21591	08/17/1992/Inactive	Service Mark
Fondi (Canada)		11/2/2009	1457627	Pending	Trademark
Fondi Design (Canada)			1457628	Pending	Service Mark