

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eateries, Inc.		06/01/2010	CORPORATION: DELAWARE
Fiesta Holdings, LLC		06/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
Roma Foods of Oklahoma, Inc.		06/01/2010	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1539694	GARFIELD'S
Registration Number:	1864052	PEPPERONI GRILL
Registration Number:	1870111	PEPPERONI GRILL
Registration Number:	1885416	PEPPERONI GRILL
Registration Number:	1728394	GARCIA'S MEXICAN RESTAURANTS
Registration Number:	2384751	GARCIA'S

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8132  
 Email: linda.salera@bingham.com  
 Correspondent Name: Linda A. Salera

**900164565**

**TRADEMARK  
 REEL: 004224 FRAME: 0210**

**OP \$165.00 1539694**

Address Line 1: 1 Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	06/14/2010

**Total Attachments: 10**

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**TRADEMARK COLLATERAL  
SECURITY AGREEMENT**

**TRADEMARK COLLATERAL SECURITY AGREEMENT**, dated as of June 1, 2010 (this "**Trademark Agreement**"), by and among Eateries, Inc., Fiesta Holdings, LLC and Roma Foods of Oklahoma, Inc. (each individually an "**Assignor**" and collectively, as "**Assignors**"), and Cratos Capital Management, LLC, a Delaware limited liability company, as arranger and agent (hereinafter, 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 Credit Agreement dated as of June 1, 2010 (as amended and in effect from time to time, the "**Credit Agreement**"), among Hestia Holdings, LLC, a Delaware limited liability company ("**Parent**"), Eateries, Inc., a Delaware corporation (the "**Eateries Borrower**"), Fiesta Holdings, LLC, a Delaware limited liability company (the "**Fiesta Borrower**"), and together with the Eateries Borrower, the Borrowers), each Subsidiary of Parent party thereto as a Guarantor, the Lenders and the Agent.

**WHEREAS**, it is a condition precedent to the effectiveness of the Credit Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark agreement in substantially the form hereof;

**WHEREAS**, each Assignor 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 each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, this Trademark Agreement is supplemental to the provisions contained in the Security 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, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

**Associated Goodwill.** All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Collateral Security Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of each Assignor, or to which each Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of each Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which each Assignor is a party.

Trademark Registrations. All existing or future federal, state, local and foreign registrations of the Trademarks, all existing and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of each Assignor and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all existing or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by each Assignor or are now owned, held or used by each Assignor, in each Assignor's business, or with each Assignor's products and services, or in which each Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by each Assignor in each Assignor's business or with each Assignor's products and services, or in which each Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Assignor or its business or for the direct or indirect benefit of each Assignor or its business, including all such uses by each Assignor itself, by any of the affiliates of each Assignor, or by any franchisee, licensee or contractor of each Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. SECURITY INTEREST.** As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on all of each Assignor's right, title and interest in and to the Pledged Trademarks.

**2.2. SUPPLEMENTAL TO SECURITY AGREEMENT.** Pursuant to the Security Agreement each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The security interests granted pursuant to this Trademark Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent: (i) the Security Agreement, (ii) the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, (iii) the attachment and perfection of such security interest under the Uniform Commercial Code, to the extent such security interest may be perfected, or (iv) any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

## **3. AFTER-ACQUIRED TRADEMARKS, ETC.**

**3.1. AFTER-ACQUIRED TRADEMARKS.** If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and any Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

**3.2. AMENDMENT TO SCHEDULE.** Each Assignor authorizes the Agent to modify this Trademark Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 3.

**4. FURTHER ASSURANCES.**

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

**5. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall automatically terminate and be of no further force or effect and the Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Pledged Trademarks.

**6. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

**7. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF EACH ASSIGNOR, AND EACH ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND**

**ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.**

**8. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignors, except as provided in Section 3.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**9. GOVERNING LAW.**

This Trademark Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**10. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

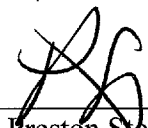
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*[Signature Pages follow]*

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

**ASSIGNORS:**

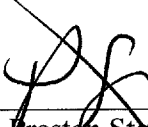
**EATERIES, INC.**

By:   
Name: Preston Stockton  
Title: President

**FIESTA HOLDINGS, LLC**

By:   
Name: Preston Stockton  
Title: President

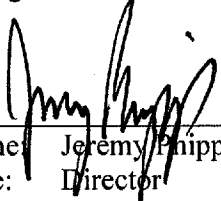
**ROMA FOODS OF OKLAHOMA, INC.**

By:   
Name: Preston Stockton  
Title: President



**CRATOS CAPITAL MANAGEMENT, LLC,**  
as Agent

By: Cratos Capital Partners, LLC  
Its Manager

By:   
Name: Jeremy Phipps  
Title: Director

Signature Page to Trademark Agreement

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**TRADEMARK**  
**REEL: 004224 FRAME: 0218**

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

Trademarks:

**ACTIVE TRADEMARKS OWNED BY EATERIES, INC.**

U.S. TRADEMARKS				
Registration No.	Mark	Issue Date	Goods/Services	Next Action Due
1,539,694	GARFIELD'S	05/16/1989	Restaurant and bar services International Class 042	Renewal Due 05/16/2010 in progress
STATE TRADEMARKS				
State	Mark	Issue Date	Goods/Services	Next Action Due
Oklahoma	GARFIELD'S	08/22/2008	Restaurant and bar services	Renewal Due 08/22/2008 under way

**ACTIVE TRADEMARKS OWNED BY ROMA FOODS OF OKLAHOMA, INC.**

U.S. TRADEMARKS				
Registration No.	Mark	Issue Date	Goods/Services	Next Action Due
1,864,052	PEPPERONI GRILL	11/22/1994	Restaurant and bar services International Class 042	Renewal due 11/22/2014
1,870,111	PEPPERONI GRILL & Design	12/27/1994	Restaurant and bar services International Class 042	Renewal due 12/27/2014
1885,416	PEPPERONI GRILL (Stylized)	03/21/1995	Restaurant and bar services International Class 042	Renewal due 03/21/2015

ACTIVE TRADEMARKS OWNED BY FIESTA HOLDINGS, LLC

U.S. TRADEMARKS				
Registration No.	Mark	Issue Date	Goods/Services	Next Action Due
1,728,394	GARCIA'S MEXICAN RESTAURANTS	10/27/1992	Restaurant Services International Class 042	Renewal due 10/27/2012
2,384,751	GARCIA'S & Rose Design	09/12/2000	Restaurant Services International Class 042	Renewal due 09/12/2010
STATE TRADEMARKS				
State	Mark	Issue Date	Goods/Services	Next Action Due
California	GARCIA'S MEXICAN RESTAURANTS	01/30/1992	Restaurant Services	Renewal Due 01/30/2012
Utah	GARCIA'S MEXICAN RESTAURANTS	08/19/1991	Restaurant Services	Renewal Due 08/19/2011

ACTIVE TRADEMARKS OWNED BY FIESTA RESTAURANTS, INC. PRIOR TO THE MERGERS AND BY  
EATERIES, INC. SUBSEQUENT TO THE MERGERS

STATE TRADEMARKS				
State	Mark	Issue Date	Goods/Services	Next Action Due
Colorado	GARCIA'S MEXICAN RESTAURANTS	08/19/1991	Restaurant Services	Renewal Due 08/19/2011
Idaho	GARCIA'S MEXICAN RESTAURANTS	08/19/1991	Restaurant Services	Renewal Due 08/19/2011
Idaho	GARCIA'S & Rose Design	08/19/1991	Restaurant Services	Renewal Due 08/19/2011
Nevada	GARCIA'S MEXICAN RESTAURANTS	8/19/1991	Restaurant Goods, Menus, Signs, Advertising and Promotional Materials	

Domain Names:

Eats-inc.com	expires 5-4-12
Garciasmexicanresturants.net	expires 6-15-11
Pepperonigrill.net	expires 6-12-11
Eateriesinc.com	expires 8-25-11
Garfields.net	expires 8-25-11
Resturantholdingsllc.com	expires 12-12-10