

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
EC Restaurants Corp.		02/03/2012	CORPORATION: ALBERTA
RECEIVING PARTY DATA			
Name:	GE Capital Canada Equipment Financing & Leasing Company		
Street Address:	2300 Meadowvale Boulevard		
Internal Address:	Suite 111		
City:	Mississauga		
State/Country:	ONTARIO		
Postal Code:	L5N 5P9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	73156608	ELEPHANT & CASTLE	
Serial Number:	85358577	ELEPHANT & CASTLE	
Serial Number:	78418823	BANG ON	
Serial Number:	78469656		
Serial Number:	76276799	ALAMO STEAKHOUSE & GRILL	
Serial Number:	75615607	ALAMO	
Serial Number:	76626505	ECCOLO RESTAURANT BAR	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
Phone:	312-9932647		
Email:	zeynep.gieseke@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Zeynep Gieseke		

CH \$190.00 73156608

Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER: 034784-0155

NAME OF SUBMITTER: Zeynep Gieseke

Signature: /zg/

Date: 02/10/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2012, is made by EC Restaurants Corp., an Alberta corporation (the "Grantor"), in favor of GE Capital Canada Equipment Financing & Leasing Company ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among EC Restaurants Corp., an Alberta corporation (the "Borrower"), the Grantor, the other Guarantors party thereto and Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a General Security Agreement of even date herewith in favor of the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "General Security Agreement"), to guarantee the obligations of the Borrower under the Loan Agreement and the other Documents; and

WHEREAS, pursuant to the General Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to make its extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the General Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of the Grantor under the Loan Agreement and the other Documents, hereby grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. General Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the General Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the General Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the province of Alberta and the laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

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.

Very truly yours,

EC RESTAURANTS CORP., as Grantor

By: 

Name: _____

Title: _____

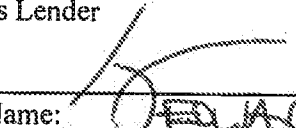
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004715 FRAME: 0516

ACCEPTED AND AGREED
as of the date first above written:

GE CAPITAL CANADA EQUIPMENT
FINANCING & LEASING COMPANY,
as Lender

By:


Name: EDVARD KHEIROUAN
Title: Duly Authorized Signatory SENIOR VICE PRESIDENT

By:


Jessi Carrier
Account Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004715 FRAME: 0517

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations/Applications

MARK	SERIAL NUMBER	Application/Registration Number	REGIS. DATE	OWNER INFORMATION
ELEPHANT & CASTLE	73156608	1110274 (expired)	12/26/1978	Elephant & Castle Group, Inc.
ELEPHANT & CASTLE	85358577	pending	pending	Elephant & Castle Group, Inc.
BANG ON	78418823	2955122	5/24/2005	Elephant & Castle Group, Inc.
Design of elephant with turret on its back	78469656	2998293	9/20/2005	Elephant & Castle Group, Inc.

Note: The ELEPHANT & CASTLE application for registration above under Serial No. 85358577 has been approved for publication, and during the opposition period a third party filed for an extension of time to oppose the pending registration. The third party is Elephant & Castle Inc., a New York corporation with an address of 68 Greenwich Avenue, New York, New York. Such third party owner has not filed an opposition action at this time, but has reserved the right to do so. In addition, on December 21, 2011, that same third party filed an application for a federal trademark of a logo with the words "Elephant & Castle" in the logo, under Serial No. 85501234. That application is filed with a first use date of December 31, 1973. The first use in commerce date in Borrower's application for registration is June 1, 1976. The third party's web site states that it has one location in New York.

Domain Names

www.elephantcastle.com

www.shop.elephantandcastle.com

www.theexpub.com

Trade Names

Elephant & Castle	The Elephant & Castle
Elephant & Castle Restaurant & Pub	Elephant & Castle Pub Restaurant
Rosie's on Robson	Elephant & Castle Pub & Restaurant
Elephant & Castle Restaurant & Pub	Elephant & Castle Pub
The Exchange Pub and Restaurant	

Trademarks Not Currently In Use

Owner	Country	Mark	Serial No.	Application/Registration No.	App. Reg. Date
Elephant & Castle, Inc., a Texas corporation	U.S.	Alamo Steakhouse & Grill	76276799	2651487	11/19/02
Elephant & Castle, Inc. a Texas corporation	U.S.	Alamo	75615607	2508427	11/20/2001
Elephant & Castle, Inc., a California corporation	U.S.	ECCOLO Restaurant Bar	76626505	3105689	6/20/2006