

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Second Amended and Restated Trademark Collateral Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restaurants Unlimited, Inc.		08/03/2012	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: 9			
Property Type	Number	Word Mark	
Registration Number:	2968727	HENRY'S 12TH STREET TAVERN AMERICAN BAR & GRILL	
Registration Number:	2994502	HENRY'S 12TH STREET TAVERN	
Registration Number:	1714549	PORTLAND DELI COMPANY	
Registration Number:	1374316	WHERE FRESH SEAFOOD COMES ASHORE	
Registration Number:	1626442	PALOMINO	
Serial Number:	85429848	PORTLAND SEAFOOD COMPANY	
Serial Number:	85429852	PORTLAND SEAFOOD COMPANY	
Registration Number:	3955797	PALOMINO RESTAURANT & BAR EST. 1988	
Registration Number:	2246460	RESTAURANTS UNLIMITED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLC
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0640
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	08/06/2012

Total Attachments: 5
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**AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

THIS AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (“Amendment”), dated as of August 3, 2012 is entered into between RESTAURANTS UNLIMITED, INC., a Minnesota corporation (“Grantor”) and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent.

WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Second Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of May 21, 2010 (the “Existing Trademark Security Agreement”) which was filed with the United States Patent and Trademark Office on May 25, 2010 at Reel 004213, Frame 0515 and which granted to Agent, a first priority security interest in all of Grantor’s Trademark Collateral listed on Exhibit A attached thereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, the parties desire to amend the Existing Trademark Security Agreement to add additional trademarks to the Existing Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. The schedule attached to the Existing Trademark Security Agreement is hereby amended and supplemented by adding thereto the trademarks listed on Schedule 1 attached hereto (the “Additional Trademarks”), and the Grantor hereby confirms, ratifies and acknowledges the grant to the Agent of a lien on and security interest in the Additional Trademarks.

2. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Loan Document (as defined in the Credit Agreement).

3. Representations. Grantor hereby represents and warrants to Agent that this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

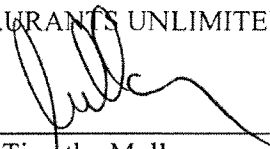
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

RESTAURANTS UNLIMITED, INC.

By: 
Name: Timothy Mullany
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

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


TRADEMARK
REEL: 004836 FRAME: 0058

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

RESTAURANTS UNLIMITED, INC.

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Todd Maldonado
Title: Duly Authorized Signatory

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

TRADEMARK
REEL: 004836 FRAME: 0059

SCHEDULE 1

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Henry's 12 th Street Tavern American Bar & Grill (Design)	78/359368	01/29/2004	2968727	07/12/2005
Henry's 12 th Street Tavern (Design)	78/359371	01/29/2004	2994502	09/13/2005
Portland Deli Company	74/234152	12/30/1991	1714549	09/18/1992
Where Fresh Seafood Comes Ashore	73/501297	09/27/1884	1374316	12/03/1985
Palomino (Design)	74/031399	02/21/1990	1626442	12/04/1990
Portland Seafood Company (Design)	85/429848	09/22/2011	n/a - application	n/a - application
Portland Seafood Company (Design)	85/429852	09/22/2011	n/a - application	n/a - application
Palomino Restaurant & Bar Est 1988	77/958230	03/12/2010	3955797	05/31/2011
Restaurants Unlimited	75/217285	12/20/1996	2246460	05/18/1999