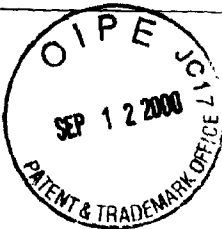


09-28-2000



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

G.1700

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

75521528

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002149 FRAME: 0333

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75521528"/>	<input type="text" value="75847982"/>	<input type="text"/>
<input type="text" value="75692842"/>	<input type="text" value="75912153"/>	<input type="text"/>
<input type="text" value="75791921"/>	<input type="text" value="76016187"/>	<input type="text"/>

<input type="text" value="1033176"/>	<input type="text" value="1998686"/>	<input type="text" value="2042362"/>
<input type="text" value="1116446"/>	<input type="text" value="2107302"/>	<input type="text" value="2290626"/>
<input type="text" value="1581762"/>	<input type="text" value="2103496"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

The Steak-umm Company, L.L.C.

By: Gerald M. Prado

8/22/00

Name of Person Signing

Signature

Date Signed

**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

WHEREAS, The Steak-umm Company, L.L.C., a Delaware limited liability company (the "Borrower"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain Loan Agreement, dated of even date herewith, by and between the Borrower and National City Bank of Pennsylvania (the "Borrower") (as amended, modified or supplemented from time to time, the "Loan Agreement"), the Borrower is obligated to the Bank, and has entered into a Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Bank; and

WHEREAS, pursuant to the Security Agreement, the Borrower has assigned to the Bank, and granted to the Bank a mortgage on, pledge of and security interest in, all right, title and interest of the Borrower in and to the Trademarks, together with all the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Debt (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower does hereby further assign unto the Bank and grant to the Bank a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Debt.

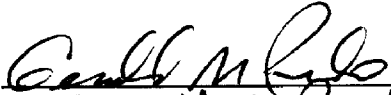
The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

The Bank's address is National City Center, 20 Stanwix Street, Pittsburgh, Pennsylvania 15222.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed on this 22<sup>nd</sup> day of August, 2000.

The Steak-umm Company, L.L.C., a  
Delaware limited liability company

[Corporate Seal]

By:   
Name: Gerald M. Pardo  
Title: Manager

**Schedule A**

**TRADEMARKS**

**Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
STEAK-UMM	1,033,176	2/10/76
STEAK-UMM	1,116,4466	4/10/79
SPARE THE RIBS	1,581,762	2/6/90
TRIFOODS	1,998,686	9/3/96
RED L and Design	2,107,302	10/21/97
TRIFOODS and Design	2,103,496	10/7/97
SANDWICH TO GO	2,042,362	3/4/97
EMMA'S KITCHEN	2,290,626	11/2/99

**Pending Trademark Registrations**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
STEAK-UMM	75/521,528	7/20/98
STEAK-UMM STEAKWRAPPS	75/692,842	4/28/99
TAKE A STEAK BREAK	75/791,921	9/3/99
STEAK-UMM STEAK WRAPS	75/847,982	11/12/99
STEAK-UMM CHEESE STEAK SANDWICHES	75/912,153	2/7/00
RED L	76/016,187	4/3/00