

FEB 13 2001

02-23-2001



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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  
11-30-2000
- Merger
- Change of Name
- Other Amendment of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Boulder Creek Properties, LLC

12-5-2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name HSBC Bank USA (formerly Marine Midland Bank)

DBA/AK/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 534 Broad Hollow Road

Address (line 2) \_\_\_\_\_

Address (line 3) Melville

New York

11747

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other Banking Corporation
- Citizenship/State of Incorporation/Organization New York

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.)

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 documents 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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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

02/22/2001 6TON11 00000168 74601705

01 FC:481 40.00 OP

02 FC:482 50.00 OP

TRADEMARK  
REEL: 002239 FRAME: 0474

**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)

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**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="74601705"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2070413"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2398684"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Kenneth A. Hoffmann  
Name of Person Signing

Kenneth A. Hoffmann  
Signature

2/9/01  
Date Signed

**AMENDMENT AND REAFFIRMATION OF  
TRADEMARK SECURITY AGREEMENT  
(AFFILIATE GUARANTOR)**

THIS AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT is furnished with respect to that restated and amended loan agreement in the amount of up to \$18,983,000.00 dated as of November 30, 2000 as same may hereafter be amended or modified (the "2000 Loan Agreement") among BOULDER CREEK HOLDING LLC and BOULDER CREEK VENTURE LLC (collectively, the "Borrower") and HSBC BANK USA (the "Bank") under which the Bank has made available loans and additional loans to the Borrower in the aggregate principal amount of up to \$18,983,000.00. The undersigned has guaranteed the obligations due the Bank under the 2000 Loan Agreement and secured such guarantee by granting a security interest in the undersigned's trademarks and related property more specifically defined as Collateral under the Trademark Collateral Security Agreement dated as of August 5, 1996 and recorded with the United States Patent and Trademark Office on October 10, 1997 in Reel 1642, Page 0395 (the "Security Agreement"). Unless otherwise defined herein, capitalized terms used in this agreement have the meanings assigned thereto in the Security Agreement.

In order to induce the Bank to enter into the 2000 Loan Agreement and thereby increase the amounts available to the Borrower, the Security Agreement is hereby amended by amending the definition of Loan Agreement to include the 2000 Loan Agreement, as hereafter amended from time to time. Indebtedness, as defined in and secured under the Security Agreement, shall hereinafter specifically cover and include any and all of the obligations of the Borrower under the 2000 Loan Agreement and the related documents executed and delivered in connection therewith. Trademarks, as defined in the Security Agreement and constituting a part of the Collateral granted thereunder, is hereby amended to include the registered trademarks and pending applications shown on the attached Schedule A-1 hereto.

The undersigned, does hereby agree, certify, confirm, and reaffirm that:

1) The Security Agreement was validly executed on behalf of the undersigned and delivered to the Bank.

2) The Security Agreement is in full force and effect and there are no defenses or offsets to the obligations of the undersigned under the Security Agreement and there are no events of default under the Security Agreement.

3) The entry into the 2000 Loan Agreement and related documents will not alter or impair the validity of the Security

Agreement or the continuing obligations of the undersigned under the Security Agreement.

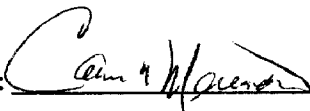
4) The Indebtedness as defined in and secured under the Security Agreement as amended above and reaffirmed hereby will be secured and continue to be secured by the Security Agreement.

5) The Collateral as defined in the Security Agreement as amended above will continue to secure the Indebtedness after entry into the 2000 Loan Agreement.

6) The undersigned is in compliance with all of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto executed this agreement as of the date set forth below.

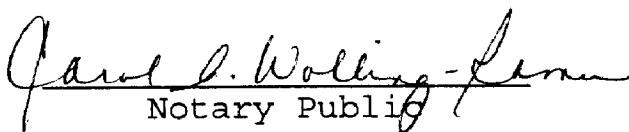
BOULDER CREEK PROPERTIES LLC

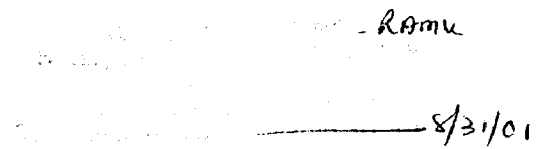
By: 

Carmela Merendino  
Authorized Signatory

State of New York, County of Suffolk, ss:

On the 5<sup>th</sup> day of December, in the year 2000, before me the undersigned, personally appeared CARMELA MERENDINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

 - RAMU  
8/31/01

**SCHEDULE A-1**  
**to a Trademark Collateral Security Agreement**  
**dated August 5, 1996**  
**and amended as of November 30, 2000**  
**by and between**  
**BOULDER CREEK PROPERTIES LLC**  
**and**  
**HSBC BANK USA f/k/a MARINE MIDLAND BANK**

<u>Trade Mark</u>	<u>Reg. No. or Application No.</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1. Boulder Creek	Reg. No. 2,070,413	USA	June 10, 1997
2. Chas. Rothmann's Steakhouse Est. 1907 and Design	74/601,705	USA	December 8, 1998
3. Burton & Doyle Steakhouse	Reg. No. 2,398,684	USA	October 24, 2000