

**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "Acknowledgment"), dated as of September 19, 2003, is made by **LSC RESTAURANT MANAGEMENT GROUP, INC.**, a Delaware corporation (the "Grantor") and **CORSAIR SPECIAL SITUATIONS FUND, L.P.**, a Delaware limited partnership (the "Secured Party").

RECITALS:

A. Grantor and Secured Party have entered into a certain Loan and Security Agreement of even date herewith (such Loan and Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Loan Agreement"), pursuant and subject to the terms and conditions of which Secured Party has agreed to make a loan and other financial accommodations to Grantor.

B. Pursuant to the Loan Agreement, Grantor granted to Secured Party, liens on the Intellectual Property Collateral (as herein defined) to secure the Obligations under the Loan Agreement.

C. One of the conditions to the willingness of Secured Party to execute and deliver the Loan Documents is that Grantor shall have executed and delivered this Acknowledgment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in the New York Commercial Code in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party of a first priority lien on and security interest in and to all patents, copyrights, trademarks, trade-names, service marks, and all applicable registrations and/or applications therefor, and all other intellectual property, registered or unregistered, owned by Grantor, including, without limitation, the registered intellectual property described on Schedule A hereto (collectively herein referred to as "Intellectual Property Collateral").

3. **Acknowledgment.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

Schedule A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
Centolire	USA	Serial #76190389 January 4, 2001	2610585 August 20, 2002



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 22, 2004

PTAS
GOLENBOCK EISEMAN ASSOR BELL ET AL.
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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102560986

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SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

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