9-29-02

Form PTO-1594 (Rev. 10/02)			U.S. DEPARTMENT OF C U.S. Patent and Trade		
OMB No. 0651-0027 (exp. 469/2005) Tab settings ⇔ ⇔ ⇔	102743	3881 J	-	▼	
To the Honorable Corlimssioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): LSC Restaurant Management	Group, Inc.	2. Name and address of Name: Corsair Internal L.P. Address: Street Address: 73 City: New York	of receiving party(ies) Special Situation 7 Third Ave., 36th State: NY Zip:	ns Fund,	
Additional name(s) of conveying party(ies) atta 3. Nature of conveyance: Assignment Security Agreement Other Execution Date: September 19, 20	iched?	Association General Partnersh Limited Partnersh Corporation-State Other If assignee is not domicile representative designation (Designations must be a s	hip C/ hip G/ d in the United States, a domestic is attached: Yes No reparate document from assignment ess(es) attached? Yes	nt)	
4. Application number(s) or registration nu A. Trademark Application No.(s) Serial # 76190389	mber(s): Additional number(s) at	•	stration No.(s) on # 2610585		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Thomas Wilson, Esq.		6. Total number of applications and registrations involved:			
Internal Address: c/o Golenbock Eiseman Assor Bell & Peskoe LLP		7. Total fee (37 CFR 3.41)\$_40.00			
Street Address: 437 Madison Ave, 40th Flr.		8. Deposit account number:			
City: New York State: NY	Zip:10022	(Attach duplicate copy of	of this page if paying by deposi	it account)	
9. Statement and signature. To the best of my knowledge and belief, copy of the original document.			and any attached copy is a	true	
Thomas Wilson		5	9-19-03		
Name of Person Signing	/ /s	ignature	Date Date		
Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:					
		rademarks, Box Assignments			

TRADEMARK REEL: 002965 FRAME: 0928

ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "Acknowledgment"), dated as of September 17, 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. <u>Defined Terms</u>. 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.

251492.2

TRADEMARK
REEL: 002965 FRAME: 0929

Schedule A

Trademarks

Mark	Country	Application No./Date	Registration No./Date
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. THOMAS WILSON 437 MADISON AVE, 40TH FLR.

NEW YORK, NY 10022



102560986A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102560986

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT IN THE ASSIGNMENT DIVISION, A DOCUMENT MUST ACCOMPANY THE COVER SHEET.

SEDLEY PYNE, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

RECORDED: 09/29/2003

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

TRADEMARK
REEL: 002965 FRAME: 0931