

6/29/04

06-30-2004

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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): JPMorgan Chase Bank, as Agent 712 Main Street Houston, TX 77002 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>New York Banking Corporation</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>Restaurant Finance Corporation</u> Internal c/o Mark Inzetta Address: <u>Asst. General Counsel</u></p> <p>Street Address: <u>4288 West Dublin Granville</u> Road City: <u>Dublin</u> State: <u>OH</u> Zip: <u>43017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Ohio</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Short Form Assignment of Note and Liens</u> Execution Date: <u>January 30, 2004</u></p>			
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,280,225</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Elizabeth F. York</u> Internal Address: <u>Shannon, Martin,</u> <u>Finkelstein & Sayre, P.C.</u></p> <p>Street Address: <u>2400 Two Houston Center</u> <u>909 Fannin Street</u></p> <p>City: <u>Houston</u> State: <u>TX</u> Zip: <u>77010</u></p>		<p>6. Total number of applications and registrations involved: <input type="checkbox"/> 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature. <i>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.</i></p> <p><u>Michael J. Costello</u> <u>[Signature]</u> <u>6/21/04</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/> 2</p>			

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2004 JUN 29 PM 3:00

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003000 FRAME: 0170

SHORT FORM ASSIGNMENT OF NOTE AND LIENS

THIS SHORT FORM ASSIGNMENT OF NOTE AND LIENS (this "Short Form Assignment") is dated as of January 30, 2004, by JPMORGAN CHASE BANK, a New York banking corporation, as agent and sole lender under the hereinafter defined Credit Agreement ("Lender") in favor of RESTAURANT FINANCE CORPORATION, an Ohio corporation ("Purchaser").

WITNESSETH:

WHEREAS, Lender has made certain loans to CAFÉ EXPRESS, LLC, a Delaware limited liability company, together with its predecessors and successors, ("Borrower") pursuant to the terms of that certain Credit Agreement dated as of February 28, 2002 among Borrower, each of the lenders signatory thereto, and Lender, as amended ("Credit Agreement");

WHEREAS, certain loan documents ("Loan Documents") relating to the Credit Agreement and loan from Lender to Borrower have been assigned by Lender to Purchaser, by the terms of that certain Assignment of Note and Liens dated as of January 30, 2004 by and among Lender, Purchaser, Borrower and the Guarantors (as defined therein) (the "Assignment"); and

WHEREAS, Lender desires to execute this Short Form Assignment to describe the assignment of all of Lender's rights under the Loan Documents to Purchaser in accordance with the terms set forth in the Assignment.


NOW, THEREFORE, Lender agrees as follows:

1. Assignment. Lender does hereby convey, grant, bargain, sell, transfer, set over, assign, release, deliver and confirm unto Purchaser, its successors and permitted assigns, all right, title and interest in and to the Assigned Interests. The "Assigned Interests" means all right, title and interest of Lender in, to and under (i) the Loans (defined as all loans made pursuant to the Credit Agreement); (ii) the Loan Documents; (iii) the Liens (defined as all liens and security interests created by the Loan Documents in favor of the holder of the note executed by Borrower in favor of Lender); and (iv) all other rights, powers, privileges, benefits and remedies of Lender in connection with the Loan Documents, but expressly reserving to Lender all rights and benefits accruing to it in connection with any indemnity and reimbursement obligations owed or owing by Borrower under the Credit Agreement and any other Loan Documents. The Assigned Interests expressly include Lender's rights in that certain Collateral Assignment and Security Agreement (Trademarks) dated February 28, 2002 as filed in the assignment records of the United States Patent and Trademark Office on April 2, 2002 under Reel 2481, Frame 0899.

2. Conflict. In the event of a conflict between the terms of this Short Form Assignment and the Assignment, the terms of the Assignment shall control.

IN WITNESS WHEREOF, the Lender has caused this Short Form Assignment to be executed effective as of the date first written above.

JPMORGAN CHASE BANK

By: 
Name: MICHAEL J. COSTELLO
Title: MANAGING DIRECTOR

TRADEMARK
REEL: 003000 FRAME: 0171

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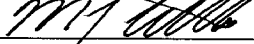
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Title: MANAGING DIRECTOR