

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D2 Restaurant Systems, LLC		01/20/2005	limited liability company: UNITED STATES
RECEIVING PARTY DATA			
Name:	Corsair Special Situations Fund, L.P.		
Street Address:	747 Third Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2571265	GREAT NORTHERN PIZZA KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 907-7366		
Email:	gligos@golenbock.com		
Correspondent Name:	Gioia M. Ligos		
Address Line 1:	437 Madison Avenue 40th floor		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Gioia M. Ligos		
Signature:	/s/ Gioia M. Ligos		
Date:	02/10/2005		

OP \$40.00 2571265

Total Attachments: 4

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**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgment**"), dated as of January 20, 2005, is made by **2 HOT, LLC.**, a New York limited liability company (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 Uniform 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 acknowledge and affirm 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.

IN WITNESS WHEREOF, the Grantor have caused this Acknowledgment to be duly executed.

2 HOT, LLC ~~SLICE~~ 
BY: HOT, LLC

By: 
Name: F. Kenneth Greene
Title: Member

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the 20th day of JANUARY, 2005 before me personally came F. Kenneth Greene, to me personally known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.


Notary Public

AMBER M. BARNEY
Notary Public, State of New York
Monroe County
Reg. #02BA6020971
Commission Expires March 8, 2007

Schedule A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Great Northern Pizza Kitchen	USA	2,571,265 (registered May 21, 2002)