

09-20-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

9-20-04

1. Name of conveying party(ies):

CP ACQUISITION, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/30/2004

2. Name and address of receiving party(ies)

Name: GMAC COMMERCIAL FINANCE LLC

Internal Address:

Street Address: 3000 Town Center, Suite 280

City: Southfield State: MI Zip: 48075

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,926,049

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph Maksey

Internal Address: Otterbourg, Steindler

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joseph Maksey

Name of Person Signing

Signature

9/17/04

Date

40

Total number of pages including cover sheet, attachments, and document:

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

09/20/2004 EC00PER 00000058 1926049

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This Trademark Collateral Assignment and Security Agreement ("Agreement") dated as of June 30, 2004, by CP ACQUISITION, LLC, an Illinois limited liability company ("Debtor"), with its chief executive office at 300 West Hubbard Street, Chicago, Illinois 60610 and GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, having an office at 3000 Town Center, Suite 280, Southfield, Michigan 48075, (the "Lender").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of certain rights, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A and in the Concurrent Use Agreement (as defined below) annexed hereto as Schedule B hereto and made a part hereof; and

WHEREAS, Lender (herein, the "Secured Party") has entered or is about to enter into certain financing arrangements with Debtor, Coco Pazzo of Illinois, LLC and Coco Pazzo Cafe of Illinois, LLC, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor, and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the "Ancillary Agreements" as defined in the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to

Secured Party a continuing security interest in and a general lien upon, and hereby collaterally assigns to Secured Party: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, service marks, terms, designs and applications described in Schedule A hereto, including, without limitation, all of Debtor's now existing or hereafter acquired right, title, and interest in and to all of Debtor's trademarks listed in the Concurrent Use Agreement dated as of the date hereof (the "Concurrent Use Agreement") by and between Debtor and Madison Restaurant Acquisition Corp. ("Madison"), a copy of which is annexed hereto as Schedule B (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and indefeasible payment in full of any and all loans, indebtedness, liabilities, obligations, covenants and duties of Debtor to Secured Party, of every kind, nature and description arising under or relating to this Agreement, the Loan Agreement, the other Financing Agreements, or transactions hereunder or any of the foregoing, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal Term (as defined in the Loan Agreement) of the Loan Agreement or after the commencement of any case with respect to Debtor or any guarantor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed or extended and whether arising directly or acquired from others, and including, without limitation, Secured Party's charges, commissions, interest, expenses, costs and attorneys' fees chargeable to Debtor or any guarantor under this Agreement, the Loan Agreement, or the other Financing Agreements (all hereinafter referred to as "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents and warrants to and covenants with Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor will pay and perform all of the Obligations according to the terms of the Loan Agreement.

(b) To the best of Debtor's knowledge after due inquiry, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to attempt to obtain and maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder, (ii) the security interests permitted under the Loan Agreement, (iii) the rights, title and interest of Madison under the Concurrent Use Agreement and pursuant to Reg. No. 1,926,049 and its common law rights in the trademark, and (iv) the licenses permitted under Section 3(e) below.

(c) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except as permitted herein, in the other Financing Agreements, or otherwise dispose of any of the Collateral, without the prior written consent of Secured Party, except, that Debtor may grant licenses in and to the Collateral to any of its affiliates, provided, that Secured Party has concurrently therewith been assigned all of licensor's rights, title and interest in such license. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce (provided that the commencement of any lawsuit shall be in the sole and absolute discretion of Debtor) the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in

Schedule A and Schedule B annexed hereto and has not granted any licenses with respect thereto other than as set forth in Schedule D hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the highest then applicable rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Within five (5) days of the date hereof, Debtor shall file an Application for Concurrent Use with the United States Patent and Trademark Office in the form attached hereto as Schedule C (the "Concurrent Use Application"), and shall, within ten (10) days of receiving a Serial Number for the Concurrent Use Application, notify Secured Party of same.

(i) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, other than with respect to the Concurrent Use Application, unless Debtor has by thirty (30) days prior written notice informed Secured Party of such action. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(j) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable unless Debtor determines that it is Debtor's best interest to do so and it will not have an adverse affect on the Collateral or Debtor's business. Debtor shall notify Secured Party within ten (10) days if it knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(k) Debtor will render any reasonable assistance necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the

Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings except where Debtor has determined it is in best interest to lapse and it will not have an adverse affect on the Collateral or Debtor's business.

(l) Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark.

(m) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(n) Debtor will promptly pay Secured Party for any and all costs and reasonable expenditures incurred by Secured Party or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and reasonable legal expenses. Such costs and reasonable expenditures shall be payable on demand, together with interest at the then highest applicable rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any one or more defaults or events of default under the Loan Agreement, or any other Financing Agreement to which Debtor is a party, or upon the breach of Sections 3(a), 3(c), 3(f), 3(h) or 3(i) of this Agreement, provided, however, that, in the event that Debtor breaches any other provision of this Agreement, Debtor shall have the right to cure such breach within thirty (30) days after written notice thereof (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

Immediately, upon the occurrence of any such Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Secured Party, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder:

(a) Secured Party, upon commencement of any foreclosure proceeding, may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) business days notice in the manner set forth in Section 6(b) hereof shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations.

(f) Debtor shall supply to Secured Party or its designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) Any notice or other communication required or permitted pursuant to this Agreement shall be deemed given (i) when personally delivered to any officer of the party to whom it is addressed, (ii) on the earlier of actual receipt thereof or five (5) days following posting thereof by certified or registered mail, postage prepaid, return receipt requested, or (iii) upon actual receipt thereof when sent by a recognized overnight delivery service or (iv) upon actual receipt thereof when sent by telecopier to the number set forth below with telephone communication confirming receipt and subsequently confirmed by registered or certified mail, return receipt requested, or by recognized overnight delivery service to the address set forth below, in each case addressed to each party at its address set forth below or at such other address as has been furnished in writing by a party to the other by like notice:

If to Secured Party: GMAC COMMERCIAL FINANCE LLC
3000 Town Center, Suite 280
Southfield, Michigan 48075
Attention: Mr. John Landefeld
Telephone: (248) 263-6229
Telecopy: (248) 327-9350

With a copy to: OTTERBOURG, STEINDLER,
HOUSTON & ROSEN, P.C.
230 Park Avenue
New York, New York 10169 0075
Attention: Steven B. Soll, Esq.
Telephone: (212) 661 9100
Telecopy: (212) 682 6104

If to Debtor: CP ACQUISITION, LLC
300 West Hubbard Street
Chicago, Illinois 60610
Attention: Mr. Jack Weiss
Telephone: (312) 836-0900
Telecopy: (312) 836-0257

With a copy to: STUART SAVITZ, ESQ.
440 North Wells Street
Suite 430
Chicago, Illinois 60610
Telephone: (312) 644-9300
Telecopy: (312) 644-9302

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Debtor and Secured Party herein shall include their respective successors and assigns permitted under the Loan Agreement. All references to the term "person" or "Person" herein shall mean any individual, sole proprietorship, limited partnership, general partnership, corporation (including a business trust), limited liability company, limited liability partnership, unincorporated association, joint stock corporation, trust, joint venture, association, organization or other entity or government or any agency or instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon Debtor and its successors and assigns, and shall be to the benefit of the Secured Party and its successors and assigns permitted under the Loan Agreement. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against Debtor with respect to any of the Obligations, this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Debtor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive

jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Debtor at its address set forth in Section 6(b), and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Secured Party to bring proceedings against Debtor in the courts of any other jurisdiction. Debtor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Debtor against Secured Party involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the City of New York, State of New York.

(g) This Agreement and the documents executed concurrently herewith contain the entire understanding between Debtor and Secured Party and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Debtor's and Secured Party's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(h) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CP ACQUISITION, LLC

By: Jacob E. Miller

Title: President

GMAC COMMERCIAL FINANCE LLC

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CP ACQUISITION, LLC

By: _____

Title: _____

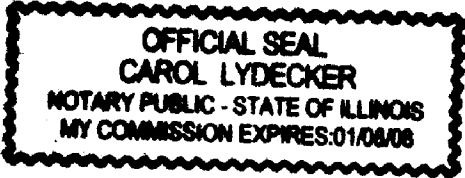
GMAC COMMERCIAL FINANCE LLC

By: _____

Title: Exclusive Vice President

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

As of this 29 day of June, 2004, before me personally came JACK WEISS, to me known, who being duly sworn, did depose and say, that he is a PRESIDENT of CP ACQUISITION, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.



Carol Lydecker

Notary Public

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

As of this ____ day of June, 2004, before me personally came John Landefeld, to me known, who, being duly sworn, did depose and say, that he is an Executive Vice President of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.

Notary Public

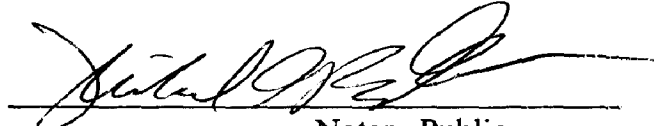
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this ____ day of June, 2004, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is a _____ of CP ACQUISITION, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.

Notary Public

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

As of this 29th day of June, 2004, before me personally came John Landefeld, to me known, who, being duly sworn, did depose and say, that he is an Executive Vice President of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.



Notary Public

MICHAEL A. BENDER
Notary Public, Wayne County, MI
My Commission Expires 04/29/2007

Acting in Oakland County

SCHEDULE A

LIST OF TRADEMARKS AND APPLICATIONS

<u>Trademark</u> <u>Date</u>	<u>Registration</u> <u>Number</u>	<u>Registration</u>
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NONE -- Debtor possesses common law rights pursuant to the Assignment of Trademark and Concurrent Use Agreement.

SCHEDULE B

CONCURRENT USE AGREEMENT

[SEE ATTACHED]

CONCURRENT USE AGREEMENT

This Agreement is made and entered into between CP Acquisition, LLC, an Illinois limited liability company, with its principal place of business in Chicago, Illinois ("CP") and Madison Restaurant Acquisition Corp. ("Madison"), a New York corporation, with its principal place of business in New York, New York. This Agreement is effective as of the date it is signed by both parties.

WHEREAS, Madison owns the federal trademark registration for COCO PAZZO, Reg. No. 1,926,049 for use with "restaurant services";

WHEREAS, CP owns and enjoys full and exclusive right to use the marks COCO PAZZO and COCO PAZZO CAFÉ, both for restaurant services (the "COCO PAZZO RESTAURANT Marks") in the states of Indiana, Illinois, Wisconsin, Louisiana, Arkansas, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, Hawaii, Alaska, Guam, American Samoa, the Mariana Islands and any other territories of the United States west of the Mississippi River;

WHEREAS, Madison owns and enjoys full and exclusive right to use the COCO PAZZO RESTAURANT Marks in connection with restaurant services in the states of Michigan, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, West Virginia, Ohio, Pennsylvania, Maryland, Delaware, New Jersey, New York, Connecticut, Rhode Island, Maine, Vermont, New Hampshire and Massachusetts, the District of Columbia, Puerto Rico, the United States Virgin Islands and any other territories of the United States east of the Mississippi River;

WHEREAS, the parties believe that their concurrent ownership and use of the COCO PAZZO RESTAURANT Marks in connection with restaurant services in their respective

geographic territories is not likely to cause consumer confusion, and desire to enter into this Concurrent Use Agreement to ensure that there will be no likelihood of consumer confusion.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CP and Madison agree as follows:

1. CP owns and will use the COCO PAZZO RESTAURANT Marks in connection with restaurant services only in its geographical territory, which is defined as the states of Indiana, Illinois, Wisconsin, Louisiana, Arkansas, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, Hawaii, Alaska and Guam, American Samoa, the Mariana Islands and any other territories west of the Mississippi River.

2. Madison owns and will use the COCO PAZZO RESTAURANT Marks in connection with restaurant services only in its geographical territory, which is defined as the states of Michigan, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, West Virginia, Ohio, Pennsylvania, Maryland, Delaware, New Jersey, New York, Connecticut, Rhode Island, Maine, Vermont, New Hampshire, Massachusetts, and the District of Columbia, Puerto Rico, the United States Virgin Islands and any other territories east of the Mississippi River.

3. CP and Madison agree to use their best efforts not to advertise or promote their respective services and/or products under the COCO PAZZO RESTAURANT Marks outside of their geographic territory. Further, the parties agree that any advertising of one party that may spillover into the other party's territory will be distinguishable from the other party's advertising.

4. Notwithstanding the terms of Paragraph 3, however, CP and Madison may maintain web sites promoting their respective services and/or products under the COCO PAZZO RESTAURANT Marks and/or may list their respective services and/or products under the

COCO PAZZO RESTAURANT Marks on another person's web site, provided that neither CP nor Madison accept reservations for their restaurants under the COCO PAZZO RESTAURANT Marks or sell their products under the COCO PAZZO RESTAURANT Marks over the Internet. Further, any web site maintained by either CP or Madison for its restaurant services under the COCO PAZZO RESTAURANT Marks, or any Internet listing, the content of which is controlled by either CP or Madison, for restaurant services under the COCO PAZZO RESTAURANT Marks must either provide contact information for the other party or a link to the other party's web site.

5. In connection with restaurant services, CP and Madison agree to use the COCO PAZZO RESTAURANT Marks only in connection with high quality, first class, white table cloth restaurants. The parties believe that the consumers who patronize high quality, first class, white table cloth restaurants are sophisticated consumers who are less likely to be confused by the parties' concurrent use of the COCO PAZZO Marks in their respective geographic territories.

6. The parties agree to use their best efforts to avoid any likelihood of consumer confusion in the future. Should one party become aware of any instances of actual consumer confusion, it shall notify the other party, and the parties shall then take whatever reasonable steps are necessary to avoid similar instances of actual confusion.

7. In the event that Madison and/or its affiliates (i) decide to assign their rights in the COCO PAZZO RESTAURANT Marks in connection with restaurant services to an unrelated third party (other than as part of a sale of the restaurant business or a sale under Section 363 of the Bankruptcy Code to a person or entity that covenants to use the COCO PAZZO RESTAURANT Marks only in connection with the operation of first class, white tablecloth restaurants), (ii) abandon the COCO PAZZO RESTAURANT Marks in connection with restaurant services pursuant to the definition of abandonment set forth in the Lanham Act § 45, 15 U.S.C. § 1127, or (iii) fail to comply with the terms of paragraph 5 of this Agreement (each, a

“Madison Triggering Event”), Madison shall provide written notice to CP (the “Madison Triggering Notice”). Upon the occurrence of a Madison Triggering Event, CP shall have the right and option (the “CP Option”) to acquire all of Madison’s rights in and to the COCO PAZZO RESTAURANT Marks, together with the goodwill symbolized by the COCO PAZZO RESTAURANT Marks, for the CP Option Price set forth below, by delivering written notice to Madison within sixty (60) days following the date of the Madison Triggering Notice. The CP Option Price shall be equal to the amount to be paid by the third party for the COCO PAZZO RESTAURANT Marks in the event of a Madison Triggering Event pursuant to subparagraph (i) above, or if no allocation of the purchase price is established, the reasonable allocation for the COCO PAZZO RESTAURANT Marks established by an independent appraiser reasonably acceptable to Madison and CP, or \$1.00 in the event of a Madison Triggering Event pursuant to subparagraph (ii) or (iii) above. The closing of the purchase of the COCO PAZZO RESTAURANT Marks pursuant to the CP Option shall take place on the twentieth (20th) business day following the date of notice of exercise of the CP Option, at which time Madison shall execute an assignment in form and content reasonably acceptable to CP and Madison and CP shall deliver the CP Option Price in immediately available funds. No attempted transfer of the COCO PAZZO RESTAURANT Marks by Madison and/or its affiliates shall be valid or enforceable unless Madison shall have complied with the terms and conditions of this paragraph 7.

8. In the event that CP and/or its affiliates (i) decide to assign their rights in the COCO PAZZO RESTAURANT Marks in connection with restaurant services to an unrelated third party (other than as part of a sale of the restaurant business or a sale under Section 363 of the Bankruptcy Code to a person or entity that covenants to use the COCO PAZZO RESTAURANT Marks only in connection with the operation of first class, white tablecloth restaurants), (ii) abandon the COCO PAZZO RESTAURANT Marks in connection with

restaurant services pursuant to the definition of abandonment set forth in the Lanham Act § 45, 15 U.S.C. § 1127, or (iii) fail to comply with the terms of paragraph 5 of this Agreement (each, a “CP Triggering Event”), CP shall provide written notice to Madison (the “CP Triggering Notice”). Upon the occurrence of a CP Triggering Event, Madison shall have the right and option (the “Madison Option”) to acquire all of CP’s rights in and to the COCO PAZZO RESTAURANT Marks, together with the goodwill symbolized by the COCO PAZZO RESTAURANT Marks, for the Madison Option Price set forth below, by delivering written notice to CP within sixty (60) days following the date of the CP Triggering Notice. The Madison Option Price shall be equal to the amount to be paid by the third party for the COCO PAZZO RESTAURANT Marks in the event of a CP Triggering Event pursuant to subparagraph (i) above, or if no allocation of the purchase price is established, the reasonable allocation for the COCO PAZZO RESTAURANT Marks established by an independent appraiser reasonably acceptable to Madison and CP, or \$1.00 in the event of a CP Triggering Event pursuant to subparagraph (ii) or (iii) above. The closing of the purchase of the COCO PAZZO RESTAURANT Marks pursuant to the Madison Option shall take place on the twentieth (20th) business day following the date of notice of exercise of the Madison Option, at which time CP shall execute an assignment in form and content reasonably acceptable to CP and Madison and Madison shall deliver the Madison Option Price in immediately available funds. No attempted transfer of the COCO PAZZO RESTAURANT Marks by CP and/or its affiliates shall be valid or enforceable unless CP shall have complied with the terms and conditions of this paragraph 8.

9. This Concurrent Use Agreement and its obligations hereunder shall expire upon the abandonment of the COCO PAZZO RESTAURANT Marks by either CP or Madison pursuant to the definition of abandonment set forth in the Lanham Act § 45, 15 U.S.C. § 1127, other than the option rights under paragraphs 7 and 8 of this Agreement with respect to such abandonment.

10. At the request of CP, Madison shall provide reasonable assistance to CP in taking enforcement action in, or defending against, any proceeding involving the use or registration of the COCO PAZZO RESTAURANT Marks, including by executing any documents relating thereto. CP may select counsel of its choice for any such proceeding and agrees to reimburse Madison for its reasonable attorney's fees and costs associated with any such proceeding.

11. At the request of Madison, CP shall provide reasonable assistance to Madison in taking enforcement action in, or defending against, any proceeding involving the use or registration of the COCO PAZZO RESTAURANT Marks, including by executing any documents relating thereto. Madison may select counsel of its choice for any such proceeding and agrees to reimburse CP for its reasonable attorney's fees and costs associated with any such proceeding.

12. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter addressed herein, and may not be changed orally, but only by an Agreement in writing signed by both parties. The parties agree to honor the terms of this Agreement both in word and spirit, and agree to take any reasonable steps and execute any consents to register or other documents necessary to implement the terms of this Agreement. In the event that CP is not granted a concurrent use registration for its territory because a court, the U.S. Patent and Trademark Office, or the Trademark Trial and Appeal Board finds that the present Concurrent Use Agreement is not adequate to establish the absence of likelihood of confusion resulting from the concurrent use of the COCO PAZZO RESTAURANT Marks as provided for herein, the parties agree to execute a Supplemental Concurrent Use Agreement with the aim to overcome any deficiencies and/or incorporate additional measures designed to avoid any likelihood of confusion. The parties agree to take whatever additional reasonable steps are necessary and to execute any additional Supplemental Concurrent Use Agreements that are necessary consistent

with the intent of this Agreement to cause CP's concurrent use registration to be granted for its territory.

13. This Concurrent Use Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors, assigns, subsidiaries, related companies, licensees, affiliated companies, and all those in active concert or participation with them.

Agreed to by:

CP ACQUISITION, LLC

By: _____

Title: _____

Date: _____

MADISON RESTAURANT ACQUISITION CORP.

By:  _____

Title: President _____

Date: _____

with the intent of this Agreement to cause CP's concurrent use registration to be granted for its territory.

13. This Concurrent Use Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors, assigns, subsidiaries, related companies, licensees, affiliated companies, and all those in active concert or participation with them.

Agreed to by:

CP ACQUISITION, LLC

By: Paul Ellerin

Title: President

Date: 6/29/04

MADISON RESTAURANT ACQUISITION CORP.

By: _____

Title: _____

Date: _____

CONSENT

Corsair Special Situations Fund, L.P. does hereby acknowledge and consent to the foregoing Concurrent Use Agreement and agrees to execute and deliver any and all documents and instruments reasonably requested by CP to vest all of the rights granted by Madison to CP in the foregoing Agreement, free and clear of any liens, claims or encumbrances.

Corsair Special Situations Fund, L.P.

By: 

Its:

*Managing Member of Corsair Holdings, LLC;
General Partner of Corsair Special Situations
Fund, L.P.*

SCHEDULE C

CONCURRENT USE APPLICATION

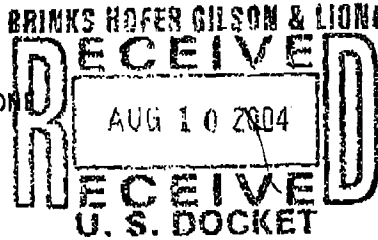
[SEE ATTACHED]

FILING RECEIPT FOR TRADEMARK APPLICATION

Aug 3, 2004

This acknowledges receipt on the FILING DATE of the application for registration for the mark identified below. The FILING DATE is contingent upon all minimum filing date requirements being met. Your application will be considered in the order in which it was received. Action on the merits should be expected from the United States Patent and Trademark Office (USPTO) approximately six months from the FILING DATE. When inquiring about this application, include the SERIAL NUMBER, FILING DATE, OWNER NAME and MARK.

JEFFERY A. HANDELMAN
BRINKS HOFER GILSON & LIONE
PO BOX 10395
CHICAGO IL 60610-0395



ATTORNEY
REFERENCE NUMBER
12173/3

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days. Such request may be submitted by mail to: COMMISSIONER FOR TRADEMARKS, 2500 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3514; by fax to 703-308-9096; or by e-mail to tradefilingreceipt@uspto.gov. The USPTO will review the request and make corrections when appropriate.

SERIAL NUMBER: 76/602893
FILING DATE: Jul 16, 2004
REGISTER: Principal
LAW OFFICE: 105
MARK: COCO PAZZO
MARK TYPE(S): Service Mark
DRAWING TYPE: Stylized words, letters, or numbers
FILING BASIS: Sect. 1(a) (Use in Commerce)

ATTORNEY: Jeffery A. Handelman

OWNER: CP Acquisition, LLC (ILLINOIS, Limited Liability Company)
300 W. Hubbard Street
Chicago, ILLINOIS 60610

FOR: RESTAURANT SERVICES
INT. CLASS: 042
FIRST USE: Aug 1990

USE IN COMMERCE: Aug 1990

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

OTHER DATA

DISCLAIMER: No claim is made to the exclusive right to use "COCO PAZZO", apart from the mark as shown.

OWNER OF U.S. REG. NOS.: 1926049

Applicant: CP Acquisition, LLC
Client/Matter: 12173/3

Items Mailed: Transmittal Letter (in dup.), Application for Concurrent use Registration with Consent of Prior Registrant, check for \$335, and return post card.

Date of Mailing: July 13, 2004

Client/Matter: 12173/3
Transmittal Letter (in Dup.), Application for Concurrent use Registration with Consent of Prior Registrant, check for \$335, and return post card.

BRINKS HOFER GILSON & LIONE

By: Scott J. Slavick

Date of Mailing: July 13, 2004

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3514

7/13/14

Date of Deposit

Scott Slavick

Name of Applicant, Assignee or Registered Representative

Scott Slavick

Signature

7/13/14

Date of Signature

Our Case No. 12173/3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: CP Acquisition, LLC

**Address: 300 W. Hubbard Street
Chicago, Illinois 60610**

Entity Type: Illinois limited liability company

Service Mark: COCO PAZZO

International Class: 42

**APPLICATION FOR CONCURRENT USE REGISTRATION WITH
CONSENT OF PRIOR REGISTRANT**

**Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3514**

CP Acquisition, LLC, an Illinois limited liability company, whose principal offices are at 300 W. Hubbard Street, Chicago, Illinois 60610. The above-identified Applicant has adopted and is using the service mark shown in the accompanying drawing for:

RESTAURANT SERVICES, IN INTERNATIONAL CLASS 42.

Applicant requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946, and claims exclusive right to use the mark in the area comprising the states of Indiana, Illinois, Wisconsin, Louisiana, Arkansas, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, Hawaii, Alaska, Guam, American Samoa, the Mariana Islands and any other territories of the United States west of the Mississippi River.

The mark was first used by a predecessor-in-interest at least as early as August 1990; and the mark was first used in commerce by a predecessor-in-interest at least as early as August 1990, and is currently in use in commerce by Applicant.

Submitted herewith is a specimen that shows the mark as used by Applicant in commerce on or in connection with the services set forth herein.

The following are exceptions to Applicant's right to exclusive use of the mark:

- Madison Restaurant Acquisition Corp., a New York corporation, with its principal place of business in New York, New York, which is using or has the right to use the service mark COCO PAZZO in connection with restaurant services in the states of Michigan, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, West Virginia, Ohio, Pennsylvania, Maryland, Delaware, New Jersey,

New York, Connecticut, Rhode Island, Maine, Vermont, New Hampshire and Massachusetts, the District of Columbia, Puerto Rico, the United States Virgin Islands and any other territories of the United States east of the Mississippi River. Madison Restaurant Acquisition Corp. has registered said mark in the United States Patent and Trademark Office under Registration No. 1,926,049, said registration having issued on an application filed on April 13, 1994, and has been using said mark in connection with its services since at least as early as August 1990.

The consent of Madison Restaurant Acquisition Corp. to the grant of a concurrent registration to the Applicant is annexed hereto as Exhibit 1.

APPOINTMENT OF ATTORNEY

The undersigned hereby appoints BRINKS HOFER GILSON & LIONE, a professional corporation, P.O. Box 10395, Chicago, Illinois 60610, which has associated with it Jerome Gilson, Jeffery A. Handelman, David S. Fleming, Laura Beth Miller, Philip A. Jones, Nanette M. Norton, John T. Gabrielides, Joseph V. Norvell, Mary M. Squyres, Thomas M. Williams, Howard S. Michael, Scott J. Slavick, Christopher M. Dolan, Nicholas G. de la Torre, Thomas L. Holt, Brad E. Harrigan, Michele H. McCoy, Elisa M. Valenzona, William D. Jackson, Jennifer Prioleau, and Jennifer J. Baumann (all attorneys admitted to practice before the Supreme Court of the State of Illinois), its attorneys to prosecute this Application for registration, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate. Please address all correspondence and telephone calls to Jeffery A. Handelman in care of:

BRINKS HOFER GILSON & LIONE

P.O. Box 10395
Chicago, Illinois 60610
(312) 321-4200

DECLARATION

I, Jack Weiss, declare that I am the President of Applicant and am authorized to make this declaration on behalf of said Applicant; that I believe said Applicant to be the owner of the service mark sought to be registered; that to the best of my knowledge and belief no person, firm, corporation or association other than specified in this application has the right to use said mark in commerce, either in identical form or in such near resemblance thereto as may be likely, when used on or in connection with the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of my own knowledge are true; that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application and any registration resulting therefrom.

Signed at Chicago, IL, this 30th day of June, 2004.

Dated: June 30, 2004

CP Acquisition, LLC

By: Jack Weiss
Name: JACK WEISS
Title: President

Exhibit 1

Applicant: CP Acquisition, LLC

Service Mark: COCO PAZZO

International Class: 42

CONSENT TO CONCURRENT USE REGISTRATION

Madison Restaurant Acquisition Corp., 23 East 74th Street, New York, New York, 10021, hereby consents to the concurrent use registration of the service mark COCO PAZZO by CP Acquisition, LLC in the states of Indiana, Illinois, Wisconsin, Louisiana, Arkansas, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, Hawaii, Alaska, Guam, American Samoa, the Mariana Islands and any other territories west of the Mississippi River. Madison Restaurant Acquisition Corp. further consents to having its U.S. Registration No. 1,926,049 geographically restricted to the states of Michigan, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, West Virginia, Ohio, Pennsylvania, Maryland, Delaware, New Jersey, New York, Connecticut, Rhode Island, Maine, Vermont, New Hampshire and Massachusetts, the District of Columbia, Puerto Rico, the United States Virgin Islands and any other territories east of the Mississippi River.

Madison Restaurant Acquisition Corp.

Dated: 6-30-2004

By: 

Name: GIUSEPPE LONIS

Title: President

SCHEDULE D

PERMITTED LIENS AND LICENSES

1. Working Capital Line (as defined in the Loan Agreement) in an amount not to exceed Three Hundred Thousand Dollars (\$300,000).
2. License of the Trademarks to Coco Pazzo of Illinois, LLC.
3. License of the Trademarks to Coco Pazzo Cafe of Illinois, LLC.

EXHIBIT I

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that CP ACQUISITION, LLC ("Debtor"), having an office at 300 West Hubbard Street, Chicago, Illinois 60610, hereby appoints and constitutes, GMAC COMMERCIAL FINANCE LLC ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and may not be revoked until the termination of all "Financing Agreements" and indefeasible payment in full of all Debtor's "Obligations", as each such quoted term is defined in the Security Agreement.

June __, 2004

CP ACQUISITION, LLC

By: _____

Title: _____

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

As of this _____ day of June, 2004, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is a _____ of CP ACQUISITION, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.

Notary Public