

06-10-2005

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

6/7/05

REC



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

103019335

attached original documents or copy thereof.



1. Name of conveying party(ies):

Knowfat Franchise Company, Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 27, 2005

2. Name and address of receiving party(ies):

Name: TD Banknorth, N.A.

Internal Address:

Street Address: 370 Main Street

City: Worcester State MA ZIP 01608

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

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

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

- |                                |               |
|--------------------------------|---------------|
| A. Trademark Application No(s) |               |
| 1. 78/604,102                  | 5. 78/595,033 |
| 2. 78/595,036                  | 6. 78/430,126 |
| 3. 78/595,038                  | 7. 78/450,035 |
| 4. 78/595,034                  | 8. 78/423,579 |

B. Trademark Registration No.(s)

- 1. 2,952,347

Additional numbers attached?  Yes  No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

9

7. Total fee (37 CFR 3.41)..... \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

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.

Judy Radoccia

Name of Person Signing

*Judy Radoccia*  
Signature

June 3, 2005

Date

Total number of pages including cover sheet, attachments, and document 8

06/09/2005 DBYRNE 00000059 78604102

01 FC:0521  
02 FC:0522

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

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TRADEMARK  
REEL: 003178 FRAME: 0716

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2005, by KNOWFAT FRANCHISE COMPANY, INC., a Delaware corporation ("Grantor"), in favor of TD BANKNORTH, N.A. ("Lender").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated the date hereof between KFLG Watertown, Inc., a Massachusetts corporation and a wholly-owned subsidiary of Grantor ("Borrower") and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans to Borrower for the benefit of Borrower and Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, in its favor, the Guarantee and Security Agreement dated the date hereof by Grantor in favor of Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Security Agreement") pursuant to which Grantor granted a lien to Lender in all of its personal property and assets.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any

Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Guarantee and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[End of page. The signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**KNOWFAT FRANCHISE COMPANY, INC.,**  
as Grantor

By: \_\_\_\_\_ *[Signature]*  
Name: **ERIC SPITZ**  
Title: **President**

ACCEPTED AND ACKNOWLEDGED BY:

**TD BANKNORTH, N.A.,** as Lender

By: \_\_\_\_\_  
Its Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**KNOWFAT FRANCHISE COMPANY, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**TD BANKNORTH, N.A.,** as Lender

By:  \_\_\_\_\_  
Its Duly Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003178 FRAME: 0720**

**Schedule 1**  
**to**  
**Trademark Security Agreement**

See attached.

KnowFat Franchise Company, Inc.  
Trademarks

<u>Mark</u>	<u>Reg./Serial No.</u>	<u>Status</u>	<u>Owner of Record</u>
IN THE KNOW	78/604,102	Application filed 4/7/05	KnowFat Franchise Company, Inc., Brighton
KNOWFAT! LIFESTYLE GRILLE! (design)	78/595,036	Application filed 3/25/05	KnowFat Franchise Company, Inc., Brighton
SOMETHING HEALTHY FOR EVERY BODY (stylized)	78/595,038	Application filed 3/25/05	KnowFat Franchise Company, Inc., Brighton
KNOWFAT! LIFESTYLE GRILLE! (stylized)	78/595,034	Application filed 3/25/05	KnowFat Franchise Company, Inc., Brighton
KNOWFAT! LIFESTYLE GRILLE! (design)	78/595,033	Application filed 3/25/05	KnowFat Franchise Company, Inc., Brighton
KNOWFAT (stylized)	78/450,035	Pending; priority action mailed 2/17/05	KnowFat Franchise Company, Inc., Newton
GET LOW (stylized)	78/430,126	Pending; non-final action mailed 1/10/05	KnowFat Franchise Company, Inc., Newton
PROLATTA	76/423,579	Pending; allowed for registration 5/11/05	KnowFat Franchise Company, Inc., Newton (assignment from Timothy Kurtz recorded 3/18/05)
LOFAT KNOWFAT	2,952,347	Registered 5/17/05	KnowFat Franchise Company, Inc., Newton (assignment from Timothy Kurtz recorded 3/18/05)

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RECORDED: 06/07/2005

TRADEMARK  
REEL: 003178 FRAME: 0722