

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number Two to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catalina Restaurant Group Inc.	FORMERLY FRD Acquisition Co.	10/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2808774		
Serial Number:	78389047	ASPEN CREEK	
Serial Number:	78295028	FIRST & MAIN RESTAURANT AND BAR	
Serial Number:	78295003	FIRST & MAIN	
Serial Number:	78295077	FIRST & MAIN	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45035.00065		

OP \$140.00 2808774

NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	12/30/2005
Total Attachments: 5 source=CatalinaTMAM#page1.tif source=CatalinaTMAM#page2.tif source=CatalinaTMAM#page3.tif source=CatalinaTMAM#page4.tif source=CatalinaTMAM#page5.tif	

**AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2005 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of November 15, 2002 (as amended by Amendment Number One to Trademark Security Agreement dated as of June 27, 2003, and as may be further amended, supplemented or modified from time to time, the "Trademark Security Agreement"), by and between **CATALINA RESTAURANT GROUP INC.**, a Delaware corporation formerly known as FRD Acquisition Co. ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation formerly known as Foothill Capital Corporation, as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about March 11, 2003 at Reel 002699, Frame 0719, and that certain Amendment Number One to Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about July 30, 2003 at Reel 002798, Frame 0129; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

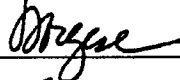
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

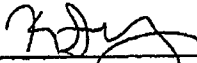
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

CATALINA RESTAURANT GROUP INC., a
Delaware corporation formerly known as FRD
Acquisition Co.

By: 
Name: SAMUEL NICHOLAS BORGES
Title: PRESIDENT

WELLS FARGO FOOTHILL, INC.,
a California corporation, formerly known as
Foothill Capital Corporation,
as Agent

By: 

Name: Kevan S Foney

Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY
AGREEMENT (CATALINA RESTAURANT GROUP)]

S-2

TRADEMARK
REEL: 003218 FRAME: 0873

SCHEDULE 1

**TO AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

<u>Type</u>	<u>Jurisdiction</u>	<u>Description</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration Number</u>
Trademark	United States	Design	78222089	1/27/04	2808774
Trademark	United States	Aspen Creek	78389047	3/23/04	Not assigned yet
Trademark	United States	First & Main Restaurant and Bar	78295028	9/2/03	Not assigned yet
Trademark	United States	First & Main	78295003	9/2/03	Not assigned yet
Trademark	United States	First & Main	78295077	9/2/03	Not assigned yet