



06-01-2001



101766831

524-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

- Mark: additional names of conveying parties attached
- Execution Date
Month Day Year
10-10-00

Name American Hospitality Concepts, Inc

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

- Mark: additional names of receiving parties attached

Name Foothill Capital Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2450 Colorado Avenue

Address (line 2) Suite 3000 W

Address (line 3) Santa Monica CA 90404

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 10 to 15 minutes per Cover Sheet to be recorded, including time for reviewing the documents and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0591-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0591-0227, Patent and Trademark Assignments Project. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75236979"/>	<input type="text" value="75563696"/>	<input type="text" value="75486105"/>	<input type="text" value="2244563"/>	<input type="text" value="2315216"/>	<input type="text" value="2299729"/>
<input type="text" value="75540400"/>	<input type="text" value="75485912"/>	<input type="text" value="75738935"/>	<input type="text" value="2294367"/>	<input type="text" value="2312061"/>	<input type="text" value="2259603"/>
<input type="text" value="75236924"/>	<input type="text" value="75698011"/>	<input type="text" value="75454118"/>	<input type="text" value="2143078"/>	<input type="text" value="2200405"/>	<input type="text" value="1454666"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Replaces OMB 0750-0099
OMB 0951-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75540402"/>	<input type="text" value="75540401"/>	<input type="text" value="75891680"/>
<input type="text" value="75672893"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1720553"/>	<input type="text" value="1563606"/>	<input type="text" value="927498"/>
<input type="text" value="1173499"/>	<input type="text" value="1570406"/>	<input type="text" value="2382726"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("this Agreement") entered into as of October 10, 2000 by and among American Hospitality Concepts, Inc. and The Ground Round, Inc., each a Delaware corporation (each individually a "Grantor" and collectively and together with their respective successors and assigns, the "Grantors"), and Foothill Capital Corporation, a California corporation (the "Administrative Agent" or the "Secured Party"), on its own behalf and on behalf of the other Lenders party to Loan Agreement referred to below.

WITNESSETH

WHEREAS, the Grantors and the other Borrowers named therein are simultaneously entering into an Amended and Restated Loan and Security Agreement (as amended from time to time, the "Loan Agreement") with the Administrative Agent and the other Lenders named therein, pursuant to which the Lenders, subject to the terms and conditions contained therein, have agreed to make Advances and provide other financial accommodations to the Grantors and the other Borrowers (all capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Agreement); and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that the Grantors execute and deliver to the Administrative Agent, for the benefit of the Lenders, a trademark security agreement in substantially the form hereof.

NOW, THEREFORE, in consideration of the willingness of the Administrative Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantors and the other Borrowers pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. In order to secure the due and punctual payment and performance of each and all of the Secured Obligations, each of the Grantors does hereby grant, transfer, convey and assign to Secured Party a continuing security interest in all of the Grantors' respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired and whether registered or unregistered:

(a) Each trademark (which term shall include service marks) and trademark registration, including, without limitation, each trademark and trademark registration referred to and set forth under the respective Grantor's name in Schedule 1 annexed hereto (such trademarks and trademark registrations, collectively the "Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) All products and proceeds of the foregoing, including, without limitation, any claim by any of Grantors against third parties for past, present or future (a) infringement or dilution of any trademark of trademark registration, including, without limitation, the trademarks and trademark registration referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

(c) All accounts, inventory, equipment, investment property, general intangibles (as each of the foregoing terms is defined in the Uniform Commercial Code), and other Collateral related to the foregoing.

2. Secured Obligations. The Interest and the security interest hereby granted shall secure the due and punctual payment and performance in full of the following debts, obligations and liabilities (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest (including any interest that would accrue in the Secured Obligations but for the operation of the United States Bankruptcy Code or any other applicable insolvency law) on the Advances and any other amount owed to the Lenders under the Loan Agreement and the other Loan Documents; and

(b) Any and all other obligations of the Grantors to the Secured Party or the Lenders arising out of or relating to the Advances, the Loan Agreement and the other Loan Documents, or under any agreement or instrument relating thereto, all as amended from time to time.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Grantors at their expense shall execute and deliver, or cause to be executed and delivered, to Secured Party, for the benefit of the Lenders, any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party, for the benefit of Lenders, may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Party in the Trademark Collateral and to accomplish the purposes of this Agreement. Upon the occurrence and during the continuation of an Event of Default, Secured Party, for the benefit of the Lenders, shall have the right, in the name of the applicable Grantor, or in the name of a Secured Party or otherwise, without notice to or assent by any Grantor, and each Grantor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as such Grantor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Grantor on all or any of such documents or instruments and perform all other acts that Secured Party deems reasonably necessary in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest of Secured Party in the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Grantor, which Secured Party, for the benefit of the Lenders, may deem reasonably necessary to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with

respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral with respect to which any Grantor is the licensor, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party, for the benefit of the Lenders, to use the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated.

4. Representations, Warranties and Agreements. Each Grantor represents and warrants to the Secured Party and the Lenders that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part and to the best of such Grantor's knowledge, each of the Trademarks is valid and enforceable;

(b) No written claim (and, to the best of such Grantor's knowledge, no oral claim) has been made that the use of any of the Trademarks does or may violate the rights of any third person and to the best of each Grantor's knowledge, the past, present and contemplated future use of the Trademark Collateral by each Grantor has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person that reasonably could be expected to have a material adverse effect on the Trademark Collateral;

(c) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks set forth under such Grantor's name on Schedule 1 annexed hereto, free and clear of any pledges, assignments, licenses, registered user agreements, covenants by assignor not to sue third person and any other Liens;

(d) Such Grantors collectively have the unqualified right to enter into this Agreement and perform its terms; and

(e) All of such Grantor's registered trademarks and pending trademark registrations are listed on Schedule 1 annexed hereto.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Grantor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and each Grantor will promptly give Secured Party written notice of the occurrence of any event that reasonably could be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of material Trademarks as to which each Grantor is a licensee.

6. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, neither the Secured Party nor any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys

actually received by Secured Party or the Lenders hereunder or in connection herewith, neither Secured Party nor the Lenders shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

7. Future Rights. So long as any Secured Obligations remain outstanding or the Lenders have any obligation to make any Loans, if at any time any Grantor shall (i) obtain rights to any trademarks, trademark registrations or application, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, or trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any trademark or any improvement on any trademark, then the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to the Secured Party, for the benefit of the Lenders, prompt written notice thereof. Each Grantor shall do all things deemed necessary or reasonably judged to be advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interest of Secured Party in such future acquired Trademark Collateral. Each of the Grantors hereby authorizes the Secured Party, for the benefit of the Lenders, with prompt notice thereof to the Grantors, to modify this Agreement by amending Schedule 1 to include any future patents, patent applications, trademarks, trademark applications, or trademark registration, which constitute Trademark Collateral under this Agreement and to re-execute this Agreement from time to time on each Grantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the United States Patent and Trademark Office and any successor thereto.

8. No Inconsistent Agreement. So long as any Secured Obligations remain outstanding or the Lenders have any obligation to make any Loans, none of the Grantors shall enter into any agreement (for example, a license agreement) that is inconsistent with Grantors' obligations under this Agreement; provided, however, that Grantors may grant licenses of the Trademarks and of any future Trademark Collateral for limited purposes in the course of Grantors' normal and ordinary business activities which do not, taken together with the value of the consideration received therefor, materially impair the value of the Trademark Collateral.

9. Events of Default. There shall exist a default under this Agreement upon the happening of any of the following events or conditions (herein called "Events of Default"):

(a) Default shall be made in the due and punctual payment of any principal of or premium, if any, or interest on any of the Secured Obligations as and when the same shall become due and payable (whether at maturity or at a date fixed for any payment or prepayment or installment or by demand, declaration, acceleration or otherwise) and such default shall continue beyond the expiration of the applicable period of grace, if any; or

(b) Any other Event of Default (as defined or provided in the Loan Agreement) shall occur; or

(c) There shall be a material breach of any term or provision contained herein, or any representation and/or warranty made in this Agreement.

10. Right to Sue. Unless and until an Event of Default shall have occurred, each of the Grantors shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect any Trademark Collateral.

11. Appointment. If an Event of Default shall have occurred, the Grantors hereby authorize and empower the Secured Party, for the benefit of the Lenders, to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its discretion, as the Grantors' true and lawful attorney-in-fact, with the power to endorse the respective Grantors' names on all applications, assignments, documents, papers and instrument necessary for the Secured Party or the Lenders to use the Trademark Collateral, or necessary for the Secured Party, for the benefit of the Lenders, to assign, pledge, convey, or otherwise transfer title in or dispose of all or part of the Trademark Collateral to anyone else. Such power of attorney shall be coupled with an interest and irrevocable for the life of this Agreement.

12. Cumulative Rights and Remedies. The security interest under this Agreement is granted in conjunction with the security interest granted to Secured Party, for the benefit of the Lenders, pursuant to the other Loan Documents and is subject to the provisions thereof. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Secured Party or the Lenders with respect to the security interest in the Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Each Grantor agrees that such rights and remedies include the right of Secured Party, for the benefit of the Lenders, to sell or otherwise dispose of its Collateral after default, pursuant to Section 9-504 of the Massachusetts Uniform Commercial Code. Each Grantor agrees that Secured Party, for the benefit of the Lenders, shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the rights or remedies of Secured Party or the Lenders upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Grantor in which Secured Party has a security interest, including Secured Party's rights, for the benefit of the Lenders, to sell inventory, tooling or packaging which is acquired by any Grantor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party, for the benefit of the Lenders, shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems reasonably necessary, in the name of any Grantor or Secured Party, for the benefit of the Lenders, to enforce or protect any of the Trademark Collateral, in which event the relevant Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party, in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, each Grantor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others that reasonably could be expected to have a material adverse effect on the Trademark Collateral and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation. All of the Secured Party's rights and remedies with respect to the Trademark Collateral, whether established

hereunder or by the Loan Agreement or by any other Loan Documents or by law or in equity shall be cumulative and may be exercised singularly or concurrently.

13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

14. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, except to the extent that the validity or perfection of the assignment and security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of Massachusetts law shall not be deemed to deprive Secured Party or the Lenders of such rights and remedies as may be available under federal law.

15. Amendment. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party, for the benefit of the Lenders, may re-execute this Agreement or modify, amend or supplement the Scheduled hereto as provided in Section 7 hereof.

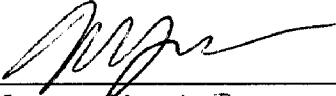
16. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provision of this Agreement.

17. Counterparts. This Agreement 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.

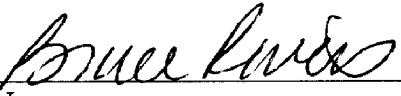
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly authorized signatory as a sealed instrument as of the date and year first set forth above.

THE GROUND ROUND, INC.

By: 
Name: Mark J. Lawless
Title: Sr. Vice Pres and Treas
Hereunto Duly Authorized

FOOTHILL CAPITAL CORPORATION

By: 
Name:
Title: SVP

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

a. US REGISTRATIONS AND APPLICATIONS:

<u>MARK</u>	<u>US REGISTRATION NO.</u>
DEFINITELY CHOCOLATE	2244563
MIXOLOGY AN INTERACTIVE PRIMER (PLUS DESIGN)	2315216
TAP & GRILL (DESIGN ONLY)	2299729
TAP & GRILL (PLUS DESIGN)	2294367
THAT REALLY BIG PRETZEL	2312061
TROMBO	2259603
TRIPLE CHIPS	2143078
GOLD FORK	2200405
BINGO THE CLOWN	1454666
CINNAMON DIPPERS	1720553
SLIDER	1563606
THE GROUND ROUND (PLUS DESIGN)	927498
THE GROUND ROUNDER (STYLIZED)	1173499
KIDS PAY WHAT THEY WEIGH	1570406
TIN ALLEY GRILL (ALSO, INTENT TO USE APPLICATION SERIAL NO. 75/688705)	2382726

<u>MARK</u>	<u>US APPLICATION NO.</u>
G PLUS FORK DESIGN	75/236979
AHCI (PLUS DESIGN)	75/563696
AMERICAN HOSPITALITY CONCEPTS INC.	75/486105
AMERICAN HOSPITALITY CONCEPTS INC. (PLUS DESIGN)	75/540400
BERKSHIRE GRILL	75/485912
CRANE'S RESTAURANT AND BAR	75/738935

Muldowney/AHCI22162.00 00476059.DOC

Muldowney/AHCI22162.00 00476059.DOC

GOLD FORK CASUAL FOOD & SPIRIT (PLUS DESIGN)	75/236924
RUMBLESEATS	75/698011
SPEEDY LUNCH	75/454118
TAP & GRILL (PLUS GREEN AND GOLD DESIGN)	75/540402
TAP & GRILL (DESIGN ONLY)	75/540401
THE BIG GRILL EVENT	75/891680
TIN ALLEY PUB	75/672893

b. CANADIAN REGISTRATIONS AND APPLICATIONS:

<u>MARK</u>	<u>CANADIAN REGISTRATION NO.</u>
JUST A PENNY A POUND	418876
KIDS PAY WHAT THEY WEIGH	418875
THE GROUND ROUND	225827
THE GROUND ROUNDER (PLUS DESIGN)	413905

<u>MARK</u>	<u>CANADIAN APPLICATION NO.</u>
G, PLUS FORK DESIGN	836106
GOLD FORK	836107
GOLD FORK CASUAL FOOD & SPIRIT (PLUS DES.)	836105
MIXOLOGY AN INTERACTIVE PRIMER (PLUS DESIGN)	849567
SIDE KICK	848842
TIN ALLEY GRILL	1012239
TIN ALLEY PUB	1010624