

FORM PTO-1618A
Expires 06/30/98
OMB 0651-0027

01-10-2005

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



102828974

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
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
7 28 04

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
7 28 04

Name Independent Owners Cooperative, LLC

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other limited liability company

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Banknorth, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Portland Square, P.O. Box 9540

Address (line 2) _____

Address (line 3) Portland Maine 04112
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Other national banking association

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 Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. 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

7/28/04

FORM PTO-1618B
Expires 06/30/98
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Page 2

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

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="78/208838"/>	<input type="text" value="78/313886"/>	<input type="text" value="76/421869"/>	<input type="text" value="2,488,158"/>	<input type="text" value="2,762,020"/>	<input type="text" value="2,719,506"/>
<input type="text" value="78/315114"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,445,286"/>	<input type="text" value="1,454,666"/>	<input type="text" value="1,720,553"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,425,429"/>	<input type="text" value="2,200,405"/>	<input type="text" value="2,532,332"/>

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.

Frank S. Hamblett

Name of Person Signing

Signature

July 28, 2004

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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)

City

State/Country

Zip Code

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)

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<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"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

2,635,442	2,621,535	2,621,536
2,244,563	2,351,216	2,582,784
1,563,606	2,414,953	2,299,729
2,294,367	2,312,061	2,477,524
927,498	1,173,499	2,382,726
2,259,603	2,776,594	2,143,078
<input type="text"/>	<input type="text"/>	<input type="text"/>

EXECUTION**SECURITY AGREEMENT (TRADEMARKS)**

This SECURITY AGREEMENT (TRADEMARKS)(this "**Agreement**") is made as of July 28, 2004, by and between INDEPENDENT OWNERS COOPERATIVE, LLC, a Delaware limited liability company (the "**Debtor**") and BANKNORTH, N.A, a national banking association (the "**Secured Party**").

All capitalized terms not defined herein but defined in the Loan and Security Agreement (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Loan and Security Agreement**") by and between the Debtor and the Secured Party, shall have the meanings given to such terms in the Loan and Security Agreement.

Preliminary Statements:

WHEREAS, the Debtor has requested that the Secured Party enter into the Loan and Security Agreement and to make a certain loan to the Debtor, as provided for therein; and

WHEREAS, the Debtor owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Trademarks**"); and

WHEREAS, in order to induce the Secured Party to enter into the Loan and Security Agreement and to make such loan to the Debtor, and as a supplement to the Loan and Security Agreement, the Secured Party has requested, and the Debtor has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Party to enter into the Loan and Security Agreement and to make such loan to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Debtor does hereby grant to the Secured Party a continuing security interest in and to the Trademarks and all General Intangibles connected with the use of or related to any and all Trademarks (including without limitation, all goodwill of the Debtor and its business, products and services appurtenant to, associated with or symbolized by any and all Trademarks and the use thereof), together with all registrations of the Trademarks and the applications therefor, all in accordance with the terms and provisions of the Loan and Security Agreement.

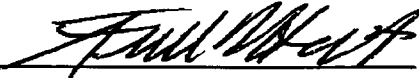
2. The Debtor and the Secured Party hereby expressly acknowledge and agree that all of the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Loan and Security Agreement.

BOS1399828.3

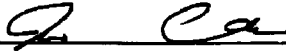
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

INDEPENDENT OWNERS
COOPERATIVE, LLC



Name:

By: 

Name: John Crawford

Title: President

Its duly authorized officer

WITNESS:

BANKNORTH, N.A

Name:

By: _____

Name: David A. Bronson

Title: Senior Vice President

Its duly authorized officer

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

INDEPENDENT OWNERS
COOPERATIVE, LLC

Name: _____

By: _____

Name:

Title:

Its duly authorized officer

WITNESS:

BANK NORTH, N.A

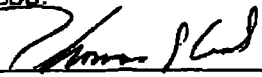
Name: _____

By: _____

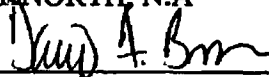
Name: David A. Bronson

Title: Senior Vice President

Its duly authorized officer



Thomas P. Leahy



COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 28 day of July, 2004, before me, the undersigned notary public, personally appeared John Crawford, as President of Independent Owners Cooperative, LLC, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Independent Owners Cooperative, LLC, for its stated purpose.

Diana Veiga

Notary Public
My commission expires: 7/9/2010
[AFFIX NOTARIAL SEAL]

STATE OF MAINE

_____ County, ss.

On this ___ day of July, 2004, before me, the undersigned notary public, personally appeared David A. Bronson, as Senior Vice President of Banknorth, N.A., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Banknorth, N.A., for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

STATE OF _____

_____ County, ss.

On this ___ day of July, 2004, before me, the undersigned notary public, personally appeared _____, as _____ of Independent Owners Cooperative, LLC, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Independent Owners Cooperative, LLC, for its stated purpose.

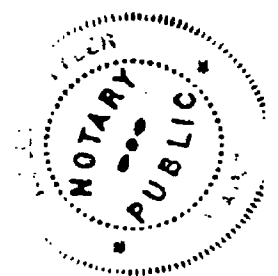
Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

STATE OF MAINE

Cumberland County, ss.

On this 2nd day of July, 2004, before me, the undersigned notary public, personally appeared David A. Bronson, as Senior Vice President of Banknorth, N.A., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Banknorth, N.A., for its stated purpose.

Kelly L. Tyler
Notary Public Kelly L. Tyler
My commission expires: 7/2/11
[AFFIX NOTARIAL SEAL]



SECURITY AGREEMENT (TRADEMARKS)

by and between

INDEPENDENT OWNERS COOPERATIVE, LLC
(the "**Debtor**")

and
BANKNORTH, N.A.
(the "**Secured Party**")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Debtor:

1.	AHCI, plus design	75/563696	2,488,158	09/11/2001
2.	AMERICAN HOSPITALITY CONCEPTS, INC.	75/486105	2,762,020	09/09/2003
3.	BARK'N BERRY FREEZE	78/154568	2,719,506	05/27/2003
4.	BERKSHIRE GRILL	75/485912	2,445,286	04/17/2001
5.	BINGO THE CLOWN	73/627350	1,454,666	08/25/1987
6.	CINNAMON DIPPERS	74/232088	1,720,553	09/29/1992
7.	G (plus fork design)	75/236979	2,425,429	01/30/2001
8.	GOLD FORK	75/236980	2,200,405	10/27/1998
9.	GOLD FORK CASUAL FOOD & SPIRIT (plus design)	75/236924	2,532,332	01/22/2002
10.	GR	78/208838		
11.	GROUND ROUND GRILL & BAR	78/089887	2,635,442	10/15/2002
12.	EST. 1969 GROUND ROUND GRILL & BAR (plus circle design)	78/089892	2,621,535	09/17/2002
13.	EST. 1969 GROUND ROUND GRILL & BAR (plus swirl design)	78/089898	2,621,536	09/17/2002

BOS1399828.3

14.	GROUND ROUND HOUND	76/421869		
15.	DEFINITELY CHOCOLATE	75/443820	2,244,563	05/11/1999
16.	GROUND ROUND PURPLE CANNON (plus design)	78/315114		
17.	MIXOLOGY AN INTERACTIVE PRIMER (plus design)	75/288413	2,315,216	02/08/2000
18.	PURPLE CANNON	78/313886		
19.	RUMBLESEATS	75/698011	2,582,784	06/18/2002
20.	SLIDER	73/781565	1,563,606	10/31/1989
21.	SPEEDY LUNCH (stylized)	75/454118	2,414,953	12/26/2000
22.	T AND TAP DESIGN	75/540401	2,299,729	12/14/1999
23.	TAP & GRILL (plus design)	75/544370	2,294,367	11/23/1999
24.	THAT REALLY BIG PRETZEL	75/683050	2,312,061	01/25/2000
25.	THE BIG GRILL EVENT	75/891680	2,477,524	08/14/2001
26.	THE GROUND ROUND (plus design)	72/372028	927,498	01/18/1972
27.	THE GROUND ROUNDER	73/243730	1,173,499	10/13/1981
28.	TIN ALLEY GRILL	75/688705	2,382,726	09/05/2000
29.	TROMBO	75/530072	2,259,603	07/06/1999
30.	WE'VE GOT WHAT YOU LIKE	76/385140	2,776,594	10/21/2003
31.	TRIPLECHIPS	74/726719	2,143,078	03/10/1998