

FORM PTO-1594
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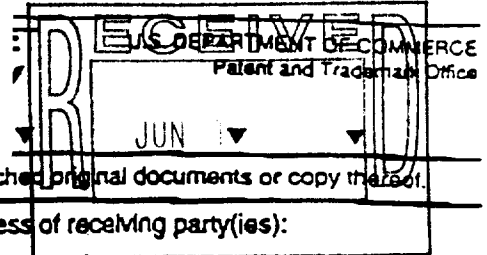
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

S&A Restaurant Corp.
6500 International Parkway
Plano, TX 75093

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

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

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

Name: The Provident Bank

Internal Address: _____

Street Address: One East Fourth Street

City: Cincinnati State: OH ZIP: 45202

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

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

3. Nature of conveyance:

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

Execution Date: January 7, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached

Additional numbers attached? Yes No

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

Name: Linda D. Bayliss

Internal Address: 1800 Firststar Tower

Street Address: 425 Walnut Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41):..... \$ 665.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0053 if debit/credit needed.

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

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02 FC:482

40.00 OP
625.00 OP

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.

Linda D. Bayliss, Paralegal
Taft, Stettinius & Hollister LLP

Linda D. Bayliss 5/27/99

Name of Person Signing

Signature

TRADEMARK

Date

REEL: 001906 FRAME: 0491

EXHIBIT "A"

**S&A RESTAURANT CORP.
U.S. TRADEMARKS AND SERVICE MARKS**

<u>Mark</u>	<u>Registration Number</u>
Bennigan's	1088917
Bennigan's (stylized)	1318668
Death by Chocolate	1394245
Time Crunch Lunch	1920425
Blarney Blast	1957817
Bennigan's Irish American Grill & Tavern	1979644
Bennigan's Health Club	2001523
Copper Clover International Beer Quest	2004557
Copper Clover International Beer Quest (design)	2021004
Bennigan's (Man with Mug) Design	1423404
Bennigan's Tavern & design	1245655
Bennigan's No Blarney Guarantee	2004560
Copper Clover	2004558
No Blarney Guarantee	2008786
Emerald Isle Margarita	2049016
Emerald Isle Margarita (design)	2054869

EXHIBIT "A" Cont'd

U.S. TRADEMARKS AND SERVICE MARKS

<u>Mark</u>	<u>Registration Number</u>
Steak and Ale (steer design)	861153
Steak and Ale (stylized)	862533
Early Evenings at Steak and Ale	1950405
Early Evenings (and design)	1950408
Steak and Ale (block)	2065016
Steak and Ale Dinnerhouse	2002696
Kensington	956188
Mishmash	1198149
Steer Design	982339
Skillet O'Beef	972960

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Security Agreement") is entered into effective as of the 7th day of January, 1999 by and between S & A Restaurant Corp., a Delaware corporation, having its principal office and place of business at 6500 International Parkway, Plano, Texas 75093 ("Borrower"), and THE PROVIDENT BANK, an Ohio banking corporation, whose address is One East Fourth Street, Cincinnati, Ohio 45202 ("Provident"), under the following circumstances:

WITNESSETH:

WHEREAS, Borrower and Provident are parties to a certain Loan and Security Agreement dated as of January 7, 1999 (which Loan and Security Agreement, as the same may be renewed, supplemented, amended and/or restated from time to time, is hereinafter referred to as the "Loan Agreement"); and

WHEREAS, the Loan Agreement provides for the grant by Borrower to Provident of a security interest in and lien against Borrower's assets, including, without limitation, its intangible assets;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

Incorporation of Loan Agreement and CNL/Captec Loan Documents. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. For purposes of this Security Agreement, "Obligations" and "CNL/Captec Loan Documents" shall have the same meaning as provided in the Loan Agreement. For purposes of this Security Agreement, satisfaction of the Obligations shall occur when (i) said Obligations have been paid and performed in full without risk of disgorgement and (ii) the Loan Agreement has been terminated. Notwithstanding anything in this Security Agreement to the contrary, the parties acknowledge and agree that the security interests granted in the Trademarks pursuant to this Security Agreement do not extend to, and are subject to, the licensee's rights under licenses to use the Trademarks granted by the Franchisors to the operators of the CNL/CAPTEC Restaurants and the lenders' rights under the security interest in and to such licensee's interest granted to the lenders under the CNL/CAPTEC Loan Documents. The parties further acknowledge and agree that, notwithstanding anything in this Security Agreement to the contrary, the licenses to use the Trademarks granted to the operators of the CNL/CAPTEC Restaurants shall continue in full force and effect notwithstanding (i) an Event of Default, (ii) the exercise by Provident of its rights hereunder, or (iii) the transfer pursuant to the CNL/CAPTEC Loan Documents of the licensee's rights under the licenses to use the Trademarks granted to the operators of the CNL/CAPTEC Restaurants.

Grant of Security Interest in Trademarks. To secure the complete and timely satisfaction of the Obligations, Borrower hereby creates and grants to Provident a security interest in (a) all of Borrower's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired trademarks, trademark registrations, tradenames and trademark applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, tradenames and trademark applications listed on Exhibit A attached hereto and made a part hereof (all of Borrower's trademarks, trademark registrations, tradenames and trademark applications sometimes hereinafter individually and/or collectively referred to as "Trademarks"), (b) renewals or extensions thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) the goodwill of Borrower's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks. The Trademarks and items described in Clauses (b)-(f) are sometimes hereinafter individually and/or collectively referred to as "Collateral". Provided that this Security Agreement will not take effect with respect to any United States trademark or service mark application based upon intent-to-use until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the mark made the subject of such application is actually used in commerce.

Restrictions on Future Assignments, Grants or Conveyances. Except in all events as contemplated or permitted by Paragraph 4 below and except for Permitted Liens (as defined in the Loan Agreement), Borrower agrees that until the Obligations shall have been fully satisfied and the Loan Agreement shall have been terminated, Borrower shall not, without Provident's prior written consent, which shall not be unreasonably withheld, assign, by sale, security agreement or other types of conveyance, any of its interest in, or grant any license under or security interest in, the Collateral or enter into any other agreement with respect to the Collateral which is inconsistent with Borrower's obligations under the other provisions of this Security Agreement, and Borrower further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect materially the validity or enforcement of the security interest granted to Provident under this Security Agreement.

Permitted Activity. Borrower is permitted to, directly or indirectly, license operators of restaurants to use the Trademarks pursuant to license agreements and franchise agreements now in effect or hereafter executed in the ordinary course of business and on terms consistent with past practices. Moreover, nothing in this Security Agreement shall restrict Borrower from performing any obligation under any license or franchise agreement now in effect or hereafter executed in the ordinary course of business. Additionally, nothing in this Security Agreement shall prohibit Borrower from discontinuing the use of, and abandoning, any Trademark which, in Borrower's good faith judgment, and in the ordinary course of business, is not material to the proper conduct of Borrower's business.

New Trademarks. Borrower represents and warrants that the Trademarks listed on Exhibit A constitute all of the material Trademarks now owned by Borrower. If, before the Obligations shall

have been fully satisfied, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Provident (ii) obtain rights to any new tradenames, trademarks, trademark registrations or trademark applications; (iii) become a party as a licensee to any license agreement with respect to any trademarks; or (iv) become entitled to the benefit of any trademark, trademark application, trademark registration or license renewal, the provisions of this Security Agreement shall automatically apply thereto and Borrower shall give to Provident prompt written notice of any material Trademark thereof. Borrower hereby authorizes Provident as its irrevocable attorney-in-fact to modify this Security Agreement by amending Exhibit A to include any future material trademarks, trademark registrations, trademark applications, tradenames, and licenses which are rights owned by Borrower and which are Trademarks under Section 2 above or under this Section 5, and to file or refile this Security Agreement with the United States Patent and Trademark Office or other appropriate agency.

Representations and Warranties. Borrower represents and warrants to and agrees with Provident that:

(i) The Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the knowledge of Borrower, each of the Trademarks listed on Exhibit A is valid and enforceable, and Borrower's use thereof does not infringe the intellectual property rights of any third person;

(iii) Borrower is the owner of an unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances except for Permitted Liens and except for rights granted to third parties in the ordinary course of business consistent with past practices to use such items in connection with the operation of restaurants, and Borrower has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which Borrower is a party or any judgment or decree by which Borrower is bound and does not require any consent under any other agreement to which Borrower is a party or by which Borrower is bound;

(v) The Trademarks listed on Exhibit A have been used and are currently being used in connection with Borrower's business; and

(vi) As of the date hereof, Borrower has not received written notice of any suits or actions commenced or threatened with reference to the Trademarks, except as noted on Exhibit B.

Term; Rights Upon Default. The term of the Security Agreement and security interest granted herein shall extend until the Obligations have been fully satisfied and the Loan Agreement has been terminated. After the occurrence and during the continuance of any "Event of Default" (as defined

in the Loan Agreement), Borrower hereby authorizes the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Trademarks to Provident as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby. After the occurrence and during the continuance of an Event of Default and enforcement of Provident's rights under this Section 7, Provident shall be entitled to use all Trademarks on a worldwide basis and without any liability for royalties or other related charges from Provident to Borrower.

Use Prior to Default. So long as no Event of Default exists, Borrower shall have the continued and unencumbered right to exclusively use and license the Trademarks in the ordinary course of its business, to the exclusion of Provident.

Trademark Quality Control. Borrower agrees to maintain the quality of any and all products and services in connection with which the Trademarks are used, consistent with the quality of said products and services as of the date hereof. After the occurrence and during the continuance of an Event of Default, Borrower agrees that Provident, or a conservator appointed by Provident, shall have the right to establish such additional product and service quality controls as Provident, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products and services sold or provided by Borrower under the Trademarks.

Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently any trademark registration application pending as of the date hereof or thereafter, and promptly to notify Provident of the ultimate outcome of such application, until the Obligations shall have been fully satisfied; (ii) to make application with the United States or in other jurisdictions as appropriate, on trademarks material to the operation of its business; (iii) to use its reasonable best efforts to preserve all rights in the material Trademarks used by Borrower in the ordinary course of Borrower's business; and (iv) to use its reasonable best efforts to ensure that the material Trademarks used by Borrower in the ordinary course of Borrower's business are and remain valid and enforceable, including the payment of necessary fees and the filing of all necessary documents with the appropriate agencies to maintain the registration of the material Trademarks in full force and effect. Any expenses incurred in connection with Borrower's obligations under this paragraph shall be borne by Borrower.

Documents. At the request of Provident, Borrower shall pay the costs of filing and/or recording this Security Agreement in all public offices where filing or recording is deemed necessary or desirable by Security Agreement. Borrower shall execute and deliver to Provident from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Provident may require for the purpose of confirming Provident's interest in the Trademarks.

Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Provident's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of any Event of Default, Borrower hereby authorizes Provident to make, constitute and appoint any officer or agent of Provident as Provident may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable, as is legal and proper, for Provident in the use of the Trademarks; (ii) take any other actions with respect to the Trademarks, as is legal and proper, as Provident deems to be in the best interest of Provident; (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone; and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, and the goodwill and business assets associated therewith or symbolized thereby, to anyone. This power of attorney shall be irrevocable until the Obligations shall have been fully satisfied and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Provident under the Loan Agreement and other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Provident shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement and other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and Provident and their respective successors and assigns, and shall inure to the benefit of Borrower and Provident and their respective successors and assigns.

Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Provident in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne by and paid by Borrower on demand by Provident.

Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon full satisfaction of the Obligations and termination of the Loan Agreement, Provident shall, at Borrower's expense, execute and deliver to Borrower all deeds, assignments and other instruments, and shall take such other actions, as may be reasonably necessary, to release the security interest of this Security Agreement in the Trademarks, and to re-vest in Borrower full right, title and interest in and to the Trademarks, subject to any disposition thereof which may have been made by Provident pursuant hereto or pursuant to the Loan Agreement or other Loan Documents. In this regard, upon

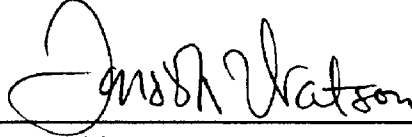
full satisfaction of the obligations and termination of the Loan Agreement, at Borrower's request, Provident shall deliver promptly to Borrower, at Borrower's cost, a release of the security interest in all of the Trademarks, including those listed on Exhibit A (and as subsequently amended), and in the Collateral, suitable for recording in the United States Patent and Trademark Office and such other places where Provident had recorded this Security Agreement.

Governing Law; Jurisdiction and Venue. The provisions of this Security Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Borrower and Provident hereby designate all courts of record sitting in Cincinnati, Ohio, both state and federal, as the exclusive forums where any action, suit or proceeding in respect of or arising out of this Security Agreement or the transactions contemplated by this Security Agreement may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation Borrower and Provident consent to the jurisdiction and venue of such courts.

Waiver of Jury Trial. As a specifically bargained inducement for Provident to extend credit to Borrower, and after having the opportunity to consult counsel, Borrower hereby expressly waives the right to trial by jury in any lawsuit or proceeding relating to this Security Agreement.

IN WITNESS WHEREOF, Borrower, by its duly authorized officer, has executed this Security Agreement as of the date first above written.

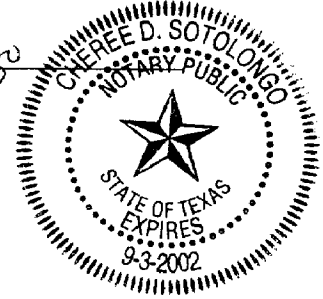
S & A RESTAURANT CORP.

By: 
Name: Todd M. Watson
Title: Vice President

STATE OF TEXAS)
) SS:
COUNTY OF COLLIN)

The foregoing Trademark Security Agreement was acknowledged before me this 14th day of May, 1999, by Todd M. Watson, the Vice President of S & A RESTAURANT CORP., a Delaware corporation, on behalf of the corporation.

Cherie D. Sotolongo
Notary Public



Accepted at Cincinnati, Ohio
as of May 18, 1999:

THE PROVIDENT BANK

By: Tom B Scherperberg
Name: Tom B Scherperberg
Title: Vice President

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