

04-17-2000



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Docket No.:

015368/0050

Tab settings

101322390

To the Honorable Commissioner of Patent

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

OFFICIAL ALL STAR CAFE, INC.

3-22-00

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 03212000

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

Name: WILMINGTON TRUST COMPANY

Internal Address: ATTN.: CORPORATE TRUST ADMIN.

Street Address: 1100 NORTH MARKET STREET

City: WILMINGTON State: DE ZIP: 19890

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers Yes No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

04/14/2000 TTM11 00000187 500675 2046194

01 FC:481 40.00 CH

02 FC:482 300.00 CH

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.

PAUL A. JUERGENSEN

Name of Person Signing

Paul A. Juergensen
Signature

MARCH 22, 2000

Date

Total number of pages including cover sheet, attachments, and

5

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Official All Star Cafe	2,046,194	3/18/97
United States	All Star Sports Cafe (Stylized)	1,961,248	3/12/96
United States	OASC	2,082,666	7/22/97
United States	Official All Star Cafe	2,207,720	12/1/98
United States	Official All Star Cafe (Circle)	2, 184,315	8/25/98
United States	Official All Star Cafe (Circle)	2,164,801	6/9/98
United States	Official All Star Cafe (Circle)	2,199,123	10/20/98
United States	Official All Star Cafe (Square)	2,209,810	12/8/98
United States	Official All Star Cafe (Square)	2,246,285	5/18/99

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Official All Star Cafe (Square)	75/457,906	3/27/98
United States	Official All Star Cafe Hotel & Casino	75/507,730	6/22/98
United States	Official All Star Cafe	75/138,481	7/23/96
United States	Official All Star Hotel (Square)	75/317,479	6/30/97

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, OFFICIAL ALL STAR CAFE, INC. (the "*Assignor*") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Assignor has entered into a Security Agreement dated on or about the date hereof (the "*Security Agreement*") in favor of WILMINGTON TRUST COMPANY, as the agent for certain purchasers of senior secured notes (the "*Assignee*"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided, however, that such security interest granted hereby to the Assignee is subordinate and subject to the rights of The CIT Group/Business Credit, Inc. ("*CIT*"), as agent for the benefit of certain financial institutions, as more fully described in that certain Intercreditor and Subordination Agreement, dated on or about the date hereof, among the Assignee, CIT, as agent for the benefit of certain financial institutions, and United States Trust Company of New York, as trustee under a certain PIK indenture, dated on or about the date hereof.

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