

MRB 7-9-02

07-09-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CHI-CHI'S, INC., a Delaware corporation 2701 Alton Parkway Irvine, CA 92606

07/09/02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 2, 2002

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION, AS AGENT Internal Address: Suite 3000W

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

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

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

A. Trademark Application No.(s)

Please see attached Schedule A

B. Trademark Registration No.(s)

Please see attached Schedule A

Additional number(s) attached Yes No

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

Name: Federal Research Corporation

Internal Address:

Attention: Penelope Agodoa

Suite 101

Street Address: 400 7th Street N.W.

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved:

111

7. Total fee (37 CFR 3.41) \$ 2,790.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kimberley A. Lathrop Name of Person Signing

Kimberley A. Lathrop Signature

07-03-02 Date

62

Total number of pages including cover sheet, attachments, and document:

Main documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/10/2002 6TON11 00000043 75937188

01 FC:481 02 FC:482

40.00 OP 2750.00 OP

TRADEMARK REEL: 002535 FRAME: 0001

1. Name of conveying parties:

CHI-CHI'S INC., a Delaware corporation

KOO KOO ROO, INC., a Delaware corporation

PRANDIUM, INC., a Delaware corporation

FRI-MRD CORPORATION, a Delaware corporation

FRI-ADMIN CORPORATION, a Delaware corporation

THE HAMLET GROUP, INC., a California corporation

CCMR OF TIMONIUM, INC., a Delaware corporation

CCMR OF MARYLAND, INC., a Delaware corporation

CCMR OF CATONSVILLE, INC., a Kentucky corporation

CCMR OF GREENBELT, INC., a Kentucky corporation

CCMR OF RITCHIE HIGHWAY, INC., a Kentucky corporation

CCMR OF CUMBERLAND, INC., a Kentucky corporation

CCMR OF HARFORD COUNTY, INC., a Kentucky corporation

MAINTENANCE SUPPORT GROUP, INC., a Kentucky corporation

CCMR OF FREDERICK, INC., a Kentucky corporation

CHI-CHI'S OF WEST VIRGINIA, INC., a Kentucky corporation

**PRANDIUM, INC.**  
**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
MAKING ENJOYMENT THE MAIN COURSE L&L: 251/050	Restaurant services (I.C. 42)	75/937,188 3/6/2000	N/A	Pending; Statement of Use or 3 <sup>rd</sup> Extension Request due 10/10/02
MAKING ENJOYMENT THE MAIN COURSE L&L: 256/256	Instruction in the field of business management, restaurant management, and restaurant services, and distributing course materials in connection therewith (I.C. 41)	76/116,804 8/24/2000	N/A	Pending; Published for Opposition (3/5/2002); Statement of Use will be required
MAKING ENJOYMENT THE MAIN COURSE L&L: 251/049	Restaurant franchising services (I.C. 35)	75/937,187 3/6/2000	N/A	Pending; Statement of Use or 3 <sup>rd</sup> Extension Request due 10/10/02
PATHWAYS DESIGN* L&L: 257/279	Educational services, namely, conducting classes, seminars, conferences and workshops in the field of business management, restaurant management and restaurant services, and distributing course materials in connection therewith (I.C. 41)	76/146,698 10/12/2000	N/A	Pending; Approved for publication (3/6/2002)
PLATE & UTENSIL DESIGN** L&L: 242/011	Restaurant services (I.C. 42)	75/686,840 4/19/1999	N/A	Pending; Statement of Use submitted; Amendment submitted in response to office action (4/18/2002)

<b>PLATE &amp; UTENSIL DESIGN**</b> L&L: 242/010	Restaurant franchising services (I.C. 35)	75/686,838 4/19/1999	N/A	Pending; Published for opposition (3/5/2002); Statement of Use will be required
<b>PRANDIUM</b> L&L: 241/195	Restaurant services (I.C. 42)	75/686,841 4/19/1999	N/A	Pending; Statement of Use submitted; Amendment submitted in response to office action (4/18/2002)
<b>PRANDIUM</b> L&L: 241/196	Restaurant franchising services (I.C. 35)	75/686,843 4/19/1999	N/A	Pending; Statement of Use or 5 <sup>th</sup> Extension Request due 9/28/2002

\* PATHWAYS DESIGN



\*\* PLATE & UTENSIL DESIGN



**FRI-ADMIN CORPORATION  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
BAJA STEAK L&L: 259/211	Entrees comprising meat with vegetables and rice, prepared for consumption on or off the premises (I.C. 29)	76/186,926 12/27/2000	N/A	Pending; Published for opposition (5/7/2002)
BEACH BOWLS L&L: 259/292	Entrees primarily comprising meat, poultry, or seafood, with vegetables and rice, prepared for consumption on or off the premises (I.C. 29) Entrees comprising primarily vegetables and rice, prepared for consumption on or off the premises (I.C. 30)	76/186,925 12/27/2000	N/A	Pending; Published for opposition (5/14/2002)
BEACH EATS L&L: 257/055	Prepared entrees consisting primarily of meat, fish, poultry, or vegetables for consumption on or off the premises (I.C. 29) Prepared entrees consisting primarily of pasta or rice for consumption on or off the premises (I.C. 30)	76/130,703 9/18/2000	N/A	Pending; Published for opposition (3/19/2002); Statement of Use will be required
BEACH-MEX L&L: 255/210	Restaurant services (I.C. 42)	76/089,706 7/14/2000		Allowed for registration (3/11/2002)
BEACH SWEETS L&L: 257/054	Bakery desserts for consumption on or off the premises (I.C. 30)	76/130,706 9/18/2000	N/A	Pending; Published for opposition (4/9/2002); Statement of Use will be required

<b>BEACH TREATS</b> L&L: 257/052	<b>CHILI PEPPER AND PALM TREE DESIGN*</b> L&L: 256/125	<b>MESQUITE BEACH DESIGN PLUS WORDS**</b> L&L: 257/220	<b>MESQUITE BEACH (STYLIZED)***</b> L&L: 256/163	<b>MESQUITE BEACH (STYLIZED)****</b> L&L: 256/124	<b>MESQUITE BEACH</b> L&L: 255/100	<b>MESQUITE BEACH WOOD-FIRED GRILL</b> L&L: 257/028	Bakery desserts for consumption on or off the premises (I.C. 30)	Restaurant services (I.C. 42)	Restaurant services (I.C. 42)	Restaurant services (I.C. 42)	Restaurant services (I.C. 42)	Restaurant services (I.C. 42)	Restaurant services (I.C. 42)	76/130,705 9/18/2000	76/125,101 9/7/2000	76/138,182 9/28/2000	76/125,323 9/7/2000	76/125,313 9/7/2000	76/087,353 7/11/2000	76/125,110 9/7/2000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Pending; Published for opposition (2/26/2002); Statement of Use will be required	Pending; Notice of Allowance issued; Statement of Use or Extension Request due 10/23/2002	Pending; Will be published for opposition on 6/25/2002; Statement of Use will be required	Pending; Will be published for opposition on 6/18/2002; Statement of Use will be required	Pending; Will be published for opposition on 6/11/2002; Statement of Use will be required	Pending; Notice of Allowance issued; Statement of Use or Extension Request due 9/5/2002	Pending; Response to office action due 7/17/2002
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\* CHILI PEPPER AND PALM TREE DESIGN

\*\* MESQUITE BEACH DESIGN PLUS WORDS



\*\*\* MESQUITE BEACH (STYIALIZED)

MESQUITE  
BEACH

\*\*\* MESQUITE BEACH (STYIALIZED)

MESQUITE BEACH

TRADEMARK  
REEL: 002535 FRAME: 0007

**CHI-CHI'S, INC.**

**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
<b>CURTSYING SEÑORITA DESIGN*</b> L&L: 222/047	Restaurant services (I.C. 42)	73/327,580 9/11/1981	1,238,875 5/17/1983	Registered; §§8/15 accepted; Renewal due 5/17/2003
<b>BUILDING DESIGN**</b> L&L: 222/044	Restaurant services (I.C. 42)	74/477,344 1/7/1994	1,870,179 12/27/1994	Registered; §§8/15 accepted; Renewal due 12/27/2004
<b>ARCTIC SNOWSLIDE</b> Handled by Barton Brands	Alcoholic beverages, namely, vanilla and rum flavored prepared cocktail (I.C. 33)	75/520,787 7/17/1998	2,399,002 10/31/2000	Registered; §§8/15 due 10/31/2006
<b>CALYPSO COOLER SLUSHIE</b> Handled by Barton Brands	Alcoholic beverages, namely, pineapple, strawberry and rum flavored prepared cocktail (I.C. 33)	75/520,788 7/17/1998	2,535,186 2/5/2002	Registered; §§8/15 due 2/5/2008
<b>CARIBBEAN MUDSLIDE</b> Handled by Barton Brands	Alcoholic beverages, namely, tropical fruit and rum flavored prepared cocktail (I.C. 33)	75/520,791 7/17/1998	2,312,650 1/25/2000	Registered (supplemental); §§ due 1/25/2006
<b>CHAJITAS</b> L&L: 222/045	Marinated strips of char- broiled steak and/or chicken for consumption in a restaurant (I.C. 29)	73/495,956 8/22/1984	1,488,674 5/17/1988	Registered; §§8/15 accepted; renewal due 5/17/2008
<b>CHI-CHIS DESIGN PLUS WORDS***</b> L&L: 222/014	Restaurant services (I.C. 42)	73/810,222 7/3/1989	1,618,111 10/16/1990	Registered; §§8/15 accepted; Renewed; Next renewal due 10/16/2010
<b>CHI-CHI'S DESIGN PLUS WORDS****</b> L&L: 222/056	Restaurant services (I.C. 42)	73/327,583 9/11/1981	1,240,653 5/31/1983	Registered; §§8/15 accepted; Renewal due 5/31/2003



29	CHI-CHI'S (STYLIZED)° L&L: 222/034	Restaurant services (I.C. 42)	73/122,645 4/13/1977	1,079,109 12/6/1977	Registered; §§8/15 accepted; Renewed; Next renewal due 12/6/2007
30	CHI-CHI'S (STYLIZED)° L&L: 226/248	Restaurant services (I.C. 42)	75/327,273 7/19/1997	2,178,486 8/4/1998	Registered; §§8/15 due 8/4/2004
31	CHI-CHI'S L&L: 222/035	Restaurant services (I.C. 42)	74/169,267 5/23/1991	1,728,396 10/27/1992	Registered; §§8/15 accepted; Renewal due 10/27/2002
32	CHI-CHI'S (STYLIZED)° L&L: 222/027	Alcoholic beverages, namely, tequila (I.C. 33)	73/637,280 12/29/1986	1,458,631 9/22/1987	Registered; §§8/15 accepted; Renewal due 9/22/2007
33	CHI-CHI'S (STYLIZED)° L&L: 222/026	Alcoholic beverages, namely, prepared margaritas (I.C. 33)	73/637,279 12/29/1986	1,458,630 9/22/1987	Registered; §§8/15 accepted; Renewal due 9/22/2007
34	CHI-CHI'S L&L: 227/007	Prepared alcoholic cocktails (I.C. 33)	75/339,206 8/11/1997	2,178,590 8/4/1998	Registered; §§8/15 due 8/4/2004
35	CHI-CHI'S (STYLIZED)° L&L: 222/025	Non-alcoholic cocktail mixes (I.C. 32)	73/517,175 1/11/1985	1,362,295 9/24/1985	Registered; §§8/15 accepted; Renewal due 9/24/2005
36	CHI-CHI'S (STYLIZED)° L&L: 222/022	Dry taco seasoning (I.C. 30)	74/321,287 10/9/1992	1,864,349 11/22/1994	Registered; §§8/15 accepted; Renewal due 11/22/2004
37	CHI-CHI'S (STYLIZED)° L&L: 222/023	Sauces; namely, pico de gallo and salsa verde (I.C. 30)	74/320,595 10/7/1992	1,801,654 10/26/1993	Registered; §§8/15 accepted; Renewal due 10/26/2003
38	CHI-CHI'S (STYLIZED)° L&L: 222/019	Sauces, namely, tomato based sauces, with differing spices and margarita heavy grade salt (I.C. 30)	73/517,174 1/11/1985	1,367,947 10/29/1985	Registered; §§8/15 accepted; Renewal due 10/29/2005
39	CHI-CHI'S L&L: 252/241	Salad dressings and grill sauces (I.C. 30)	76/025,786 4/13/2000	2,465,506 7/3/2001	Registered; §§8/15 due 7/3/2007
40	CHI-CHI'S L&L: 222/031	Frozen Mexican dinner entrees consisting primarily of burritos, enchiladas and chimichangas (I.C. 30)	75/017,674 11/13/1995	2,045,603 3/18/1997	Registered; §§8/15 due 3/18/2003
41	CHI-CHI'S L&L: 222/021	Flour and corn tortillas; taco shells (I.C. 30)	74/314,227 4/6/1993	1,779,107 6/29/1993	Registered; §§8/15 accepted; Renewal due 6/29/2003

43a	CHI-CHI'S L&L: 222/020	Corn chips (I.C. 30)	73/810,153 7/3/1989	1,594,464 5/1/1990	Registered; §§8/15 accepted; Renewed; Next renewal due 5/1/2010
43	CHI-CHI'S (STYLIZED)° L&L: 222/032	Shredded cheese (I.C. 29)	74/517,927 4/28/1994	1,902,894 7/4/1995	Registered; §§8/15 accepted; Renewal due 7/4/2005
44	CHI-CHI'S (STYLIZED)° L&L: 222/030	Processed green chilies, whole and diced, processed jalapenos, whole and wheels; diced tomatoes and green chilies (I.C. 29)	74/319,347 10/2/1992	1,800,200 10/19/1993	Registered; §§8/15 accepted; Renewal due 10/19/2003
45	CHI-CHI'S (STYLIZED)° L&L: 222/029	Refried beans and processed charro beans (I.C. 29)	74/319,330 10/2/1992	1,773,095 5/25/1993	Registered; §§8/15 accepted; Renewal due 5/25/2003
46	CHI-CHI'S (STYLIZED)° L&L: 222/028	Food dips, namely, bean dip and cheese dip (I.C. 29)	73/729,030 5/18/1988	1,528,459 3/7/1989	Registered; §§8/15 accepted; Renewal due 3/7/2009
47	CHI-CHI'S (STYLIZED)° L&L: 222/018	Clothing, namely, cotton shirts, short sleeve shirts, long sleeve shirts, sheeting shirts, polo shirts, sweatshirts, jackets, and caps (I.C. 25)	75/039,082 1/2/1996	2,126,582 1/6/1998	Registered; §§8/15 due 1/6/2004
48	CHI-CHI'S (STYLIZED)° L&L: 222/024	Clothing, namely, T-shirts (I.C. 25)	73/350,074 2/12/1982	1,228,572 2/22/1983	Registered; §§8/15 accepted; Renewal due 2/22/2003
49	CHI-CHI'S (STYLIZED)° L&L: 222/033	Glass beverageware (I.C. 21)	73/350,075 2/12/1982	1,233,608 4/5/1983	Registered; §§8/15 accepted; Renewal due 4/5/2003
50	CHI-CHI'S EL PRONTO! DESIGN PLUS WORDS°°° L&L: 222/039	Restaurant services (I.C. 42)	73/633,450 12/3/1986	1,455,863 9/1/1987	Registered; §§8/15 accepted; Renewal due 9/1/2007
51	CHI-CHI'S EL PRONTO L&L: 246/093	Restaurant services (I.C. 42)	75/813,227 10/1/1999	2,381,378 8/29/2000	Registered; §§8/15 due 8/29/2006
52a	CHI-CHI'S I-N-C-R-E-D-I-B-L- E MARGARITA M-I-X DESIGN PLUS WORDS°°°° L&L: 222/040	Non-alcoholic margarita mixes (I.C. 32)	73/517,177 1/11/1985	1,363,653 10/1/1985	Registered; §§8/15 accepted; Renewal due 10/1/2005

CHI-CHIP'S I-N-C-R-E-D-I-B-L-E SALSA (STYLIZED) °°°°° L&L: 222/041	Tomato based sauce (I.C. 30)	73/517,173 1/11/1985	1,371,584 11/19/1985	Registered; §§8/15 accepted; Renewal due 11/19/2005	52
CHI-CHIP'S MEXICAN MUDSLIDE Handled by Dancona & Pflaum	Alcoholic beverages, namely, rum flavored prepared cocktails (I.C. 41)	76/159,872 11/6/2000	N/A	Pending	53
CHI CHIP'S MEXICAN RESTAURANT DESIGN PLUS WORDS <sup>a</sup> L&L: 232/072	Restaurant services (I.C. 42)	75/432,399 2/11/1998	2,280,064 9/21/1999	Registered; §§8/15 due 9/21/2005	55
CHI CHIP'S MEXICAN RESTAURANT (STYLIZED) <sup>aa</sup> L&L: 232/073	Restaurant services (I.C. 42)	75/432,398 2/11/1998	2,269,880 8/10/1999	Registered; §§8/15 due 8/10/2005	56
CHI-CHIP'S TO GO DESIGN PLUS WORDS <sup>aaa</sup> L&L: 222/042	Restaurant services (I.C. 42)	73/533,179 4/22/1985	1,368,363 10/29/1985	Registered; §§8/15 accepted; Renewal due 10/29/2005	57
CINCORITA L&L: 222/046	Alcoholic beverages, namely margaritas (I.C. 33)	74/534,567 6/7/1994	1,892,305 5/2/1995	Registered; §§8/15 accepted; Renewal due 5/21/2005	58
DECLARATION OF SALSAFICATION L&L: 255/059	Restaurant services (I.C. 42)	76/084,099 7/6/2000	2,494,204 10/2/2001	Registered; §§8/15 due 10/2/2007	59
ENCHILADAS DIABLO L&L: 224/132	Prepared enchiladas for consumption on or off the premises (I.C. 30)	73/475,848 4/17/1984	1,474,350 1/26/1988	Registered; §§8/15 accepted; Renewal due 1/26/2008	60
FIESTA FOR FOUR L&L: 241/197	Restaurant services (I.C. 42)	75/689,068 4/21/1999	2,332,573 3/21/2000	Registered; §§8/15 due 3/21/2006	61
"HOME OF THE CHIMICHANGA..." L&L: 222/051	Restaurant services (I.C. 42)	73/374,909 7/16/1982	1,249,435 8/23/1983	Registered; §§8/15 accepted; Renewal due 8/23/2003	62
JACK-O-RITA L&L: 222/054	Alcoholic beverages, namely margaritas (I.C. 33)	74/534,678 6/7/1994	1,913,667 8/22/1995	Registered; §§8/15 accepted; Renewal due 8/22/2005	63

LA BRISA-NADA L&L: 222/055	Non-Alcoholic cocktails (I.C. 32)	73/494,855 8/14/1984	1,338,272 5/28/1985	Registered; §§8/15 accepted; Renewal due 5/28/2005	64
LIFE ALWAYS NEEDS A LITTLE SALSA L&L: 224/293	Restaurant services (I.C. 42)	75/269,570 4/4/1997	2,161,756 6/2/1998	Registered; §§8/15 due 6/2/2004	66
MARGARITAVILLE L&L: 224/009	Restaurant (I.C. 42)	74/021,044 1/22/1990	1,926,809 10/17/1995	Registered; §§8/15 accepted; Renewal due 10/17/2005	68
MARGARITAVILLE (STYLIZED) <sup>*****</sup> L&L: 222/058	Restaurant services (I.C. 42)	73/387,886 9/23/1982	1,530,199 3/14/1989	Registered; §§8/15 accepted; Renewal due 3/14/2009; Settlement agreement with Jimmy Buffett (4/15/1988; amended 6/22/1988) affects use of this mark	70
MARGARITAVILLE CANTINA DESIGN PLUS WORDS <sup>*****</sup> L&L: 222/059	Restaurant services (I.C. 42)	74/037,952 3/13/1990	1,640,858 4/9/1991	Registered; §§8/15 accepted; Renewed; Next renewal due 4/9/2011	72
MELON SLUSHIE Handled by Barton Brands	Alcoholic beverages, namely watermelon flavored prepared cocktail (I.C. 33)	75/520,789 7/17/1998	2,301,082 12/14/1999	Registered (supplemental); §8 due 12/14/2005	74
NADA-COLADA L&L: 222/061	Non-alcoholic cocktails (I.C. 32)	73/494,797 8/14/1984	1,339,405 6/4/1985	Registered; §§8/15 accepted; Renewal due 6/4/2005	76
NADA-DAIQUIRI L&L: 222/062	Non-alcoholic cocktails (I.C. 32)	73/494,795 8/14/1984	1,337,052 5/21/1985	Registered; §§8/15 accepted; Renewal due 5/21/2005	78
NADA-RITA L&L: 222/063	Non-alcoholic cocktails (I.C. 32)	73/494,812 8/14/1984	1,337,053 5/21/1985	Registered; §§8/15 accepted; Renewal due 5/21/2005	80

<p><b>SALSABRATION</b> L&amp;L: 264/067</p>	<p>Processed foods, namely, dips, namely, bean dip, cheese dip, tomato-based dip, and vegetable-based dip; processed beans; refried beans; ranchero beans; chili; frozen, prepared, or packaged entrees consisting primarily of meat, fish, poultry, or vegetables; frozen, prepared, or packaged meals consisting primarily of meat, fish, poultry, or vegetables; processed chilies; processed jalapenos; processed peppers; processed tomatoes; processed vegetables; sauces; enchilada sauce; picante sauce; pico de gallo sauce; taco sauce; and corn cake mix (I.C. 29) Staple foods – same as SALSABRATION below (I.C. 30)</p>	<p>76/252,878 5/4/2001</p>	<p>N/A</p>	<p>Notice of Allowance issued; Statement of Use or Extension Request due 8/19/2002</p>
<p><b>SALSA-BRATION</b> L&amp;L: 236/029</p>	<p>Restaurant services (I.C. 42)</p>	<p>75/536,689 8/14/1998</p>	<p>2,365,731 7/11/2000</p>	<p>Registered; §§8/15 due 7/11/2006</p>

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SALSA-BRATION  
L&L: 264/065

Processed foods, same as  
SALSABRATION, above(I.C. 29)  
Staple foods, namely, burritos;  
burrito kits containing sauce  
seasonings, and tortillas; corn cake  
mix; cereal-based chips and snacks;  
chalupas; chili; chili seasonings;  
chili powders; chimichanga;  
chimichanga kits containing sauce;  
seasonings, and tortillas; corn-  
based chips and snacks; flour-based  
chips and snacks; grain-based chips  
and snacks; taco chips; tortilla  
chips; seasonings for meat, fish,  
poultry, or vegetables; salad  
dressings; empanadas; enchiladas;  
enchilada kits containing sauce,  
seasonings, and tortillas; frozen,  
prepared, or packaged entrees  
consisting primarily of pasta or  
rice; fajitas; food activities for  
flavoring; marinades; frozen,  
prepared, or packaged meals  
consisting primarily of past or rice;  
packaged meal kits containing  
sauce, seasonings, and tortillas;  
packaged meal kits containing  
sauce, seasonings, and taco shells;  
nachos; salsa; sauces; enchilada  
sauce; picante sauce; pico de gallo;  
taco sauce; tomato-based sauce;  
vegetable based sauce; seasonings;  
chili-based seasoning; taco  
seasoning; taco shells; tacos; taco  
kits containing sauce; seasonings;  
and taco shells; tamales; tortilla  
shells; and tortillas (I.C. 30)

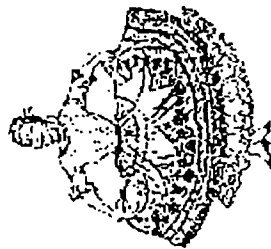
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N/A

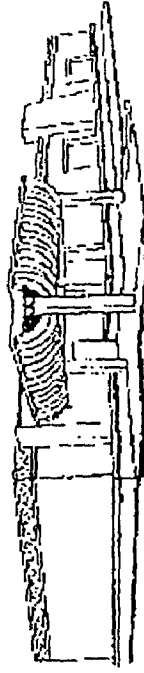
Notice of Allowance issued;  
Statement of Use or Extension  
Request due 8/19/2002

SALSAFICATION L&L: 264/258	Restaurant services (I.C. 42)	76/264,854 5/30/2001	N/A	Pending; Approved for publication	74
SALSAPIED L&L: 264/257	Restaurant services (I.C. 42)	76/264,994 5/30/2001	N/A	Pending; Approved for publication	74
SOUTHWEST CHILI L&L: 222/068	Restaurant Services (I.C. 42)	73/527,728 3/19/1985	1,363,838 10/1/1985	Registered; §§8/15 accepted; Renewal due 10/1/2005	79
THE INCREDIBLE CHI-CHI'S MEXICAN RESTAURANT DESIGN PLUS WORDS <sup>SM</sup> L&L: 224/140	Restaurant Services (I.C. 42)	73/398,817 9/30/1982	1,333,717 4/30/1985	Registered; §§8/15 accepted; Renewal due 4/30/2005	79

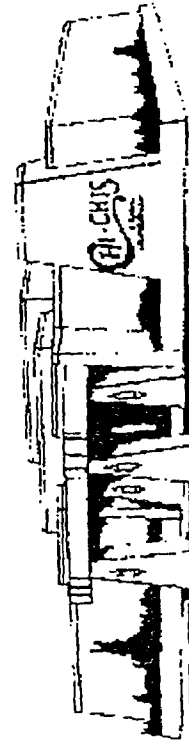
\* CURTSYING SEÑORITA DESIGN



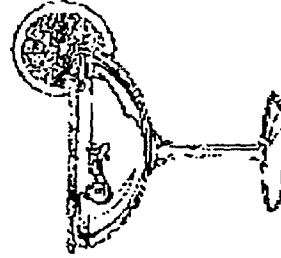
RESTAURANT DESIGN



\*\*\* CHI-CHIS DESIGN PLUS WORDS



\*\*\*\* CHI-CHI'S DESIGN PLUS WORDS



°° CHI-CHI'S (STYLIZED)



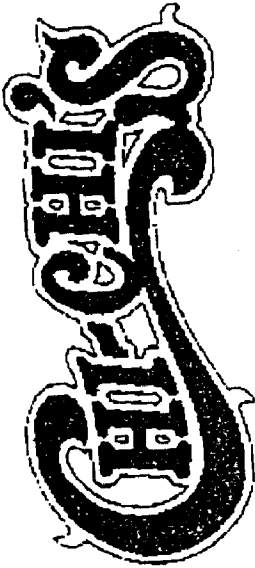
°°°° CHI-CHI'S I-N-C-R-E-D-I-B-L-E MARGARITA  
M-I-X DESIGN PLUS WORDS



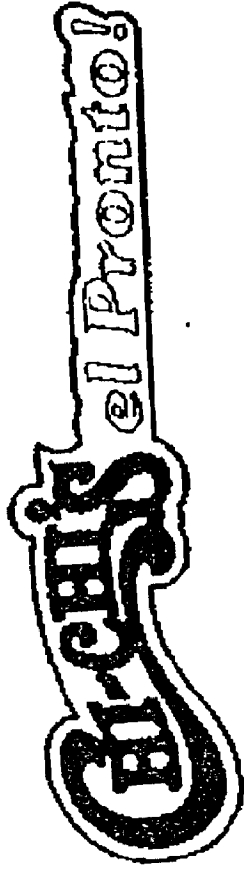
° CHI CHI'S MEXICAN RESTAURANT  
DESIGN PLUS WORDS



° CHI-CHI'S DESIGN PLUS WORDS  
CHI-CHI'S (STYLIZED)



°°° CHI-CHI'S EL PRONTO DESIGN PLUS WORDS



°°°°° CHI-CHI'S I-N-C-R-E-D-I-B-L-E SALSA (STYLIZED)





320 CHI CHI'S MEXICAN RESTAURANT (STYLIZED)

**Chi-Chi's**  
MEXICAN RESTAURANT

32000 MARGARITAVILLE (STYLIZED)

**Margaritaville**

320000 THE INCREDIBLE CHI-CHI'S MEXICAN RESTAURANT DESIGN PLUS WORDS

THE INCREDIBLE  
**CHI-CHI'S**  
MEXICAN RESTAURANTE

**CHI-CHI'S**  
**TO GO!**

320000 MARGARITAVILLE CANTINA DESIGN  
PLUS WORDS

Margaritaville  
Cantina

**KOO KOO ROO, INC.  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
ARROSTO *Not handled by L & L	Beverage containers, namely coffee mugs and drinking glasses (I.C. 21) Apparel, namely hats, T-shirts and aprons (I.C. 25) Processed food products for off-site consumption, namely chicken; turkey; vegetables; potatoes; soups; salads, except macaroni, rice and pasta salads (I.C. 29) Food products for off-site consumption, namely, rice, pasta salads, rice salads, roasted coffee beans and bakery goods (I.C. 30) Restaurant services featuring chicken, turkey, vegetables, rice, potatoes, soups, salads, coffee beans, bakery goods, and hot and cold beverages (I.C. 42)	74/655,550 4/3/1995	2,021,694 12/10/1996	Registered; §§8/15 due 12/10/2002
CHICKEN HEAD DESIGN* L & L: 242/255	Fast food restaurants (I.C. 42)	74/139,399 2/15/1991	1,726,462 10/20/1992	Registered; §§8/15 accepted; Renewal due 10/20/2002
CHICKEN HEAD DESIGN* L & L: 242/256	Food products, namely, fresh, frozen and cooked chicken (I.C. 29)	74/139,393 2/15/1991	1,691,761 6/9/1992	Registered; §§8/15 accepted; Renewal due 6/9/2002, to be filed with USPTO 5/20/2002

**KOO KOO ROO, INC.  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
<b>CHICKEN HEAD DESIGN*</b> L & L: 242/254	Franchise services; namely, offering assistance in the establishment and/or operation of a restaurant (I.C. 35)	74/139,398 2/15/1991	1,683,946 4/21/1992	Registered; §§8/15 accepted; Renewal due 4/21/2002, Grace period ends 10/21/2002
<b>CHICKEN WITH EXCEPTIONAL TASTE</b> L & L: 256/053	Restaurant services (I.C. 42)	76/105,332 8/7/2000		Pending; Published for opposition 3/26/2002; Statement of Use will be required
<b>DAILY ROASTERS</b> * Not handled by L & L	Coffee beans (I.C. 30)	74/491,155 2/17/1994	2,099,704 9/23/1997	Registered; §§8/15 due 9/23/2003
<b>JUST FOR THE HEALTH OF IT</b> L & L: 242/258	Restaurant services (I.C. 42)	74/602,786 11/25/1994	1,989,277 7/23/1996	Registered; §§8/15 due 7/23/2002
<b>KOO KOO ROO DESIGN PLUS WORDS**</b> L & L: 242/252	Fast food restaurant services (I.C. 42)	73/770,031 12/19/1988	1,586,199 3/6/1990	Registered; §§8/15 accepted; Renewed; Next renewal due 3/6/2010
<b>KOO KOO ROO DESIGN PLUS WORDS***</b> L & L: 242/253	Food products, namely fresh, frozen and cooked chicken (I.C. 29)	74/520,858 5/9/1994	1,890,023 4/18/1995	Registered; §§8/15 accepted; Renewal due 4/18/2005
<b>KOO KOO ROO</b> L & L: 242/251	Restaurant services (I.C. 42)	74/520,859 5/9/1994	1,884,141 3/14/1995	Registered; §§8/15 accepted; Renewal due 3/14/2005
<b>KOO-KOO-ROO</b> L & L: 242/249	Food products, namely fresh, frozen and cooked chicken (I.C. 29)	73/706,986 1/22/1988	1,522,786 1/31/1989	Registered; §§8/15 accepted; Renewal due 1/31/2009

**KOO KOO ROO, INC.**

**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK I. & L. DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
KOO-KOO-ROO L & L: 242/250	Franchise services; namely, offering assistance in the establishment and/or operation of a restaurant (I.C. 35)	74/139,397 2/15/1991	1,675,295 2/11/1992	Renewed; §§8/15 accepted; Renewal due 2/11/2002; Grace period ends 8/11/2002
KOO KOO ROO CHARGILLED CHICKEN CHOP L&L: 248/291	Prepared entrees consisting primarily of rice and containing smaller portions of poultry, vegetables, and seasonings served in a bowl (I.C. 30)	75/881,317 12/22/1999		Pending; Notice of Allowance issued; Statement of Use or Extension Request due 8/19/2002
KOO KOO ROO GOOD FOR YOU L & L: 242/262	Restaurant services, namely, for on and/or off site consumption (I.C. 42)	75/178,163 10/7/1996	2,165,186 6/16/1998	Registered; §§8/15 due 6/16/2004
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN DESIGN PLUS WORDS**** L & L: 242/157	Fast food restaurant services (I.C. 42)	74/139,394 2/15/1991	1,771,990 5/18/1993	Registered; §§8/15 accepted; Renewal due 5/18/2003
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN DESIGN PLUS WORDS**** L & L: 242/156	Food products, namely fresh, frozen and cooked chicken (I.C. 29)	74/139,392 2/15/1991	1,771,641 5/18/1993	Registered; §§8/15 accepted; Renewal due 5/18/2003
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN L & L: 242/151	Restaurant services (I.C. 42)	75/698,031 5/5/1999	2,366,152 7/11/2000	Registered; §§8/15 due 7/11/2006

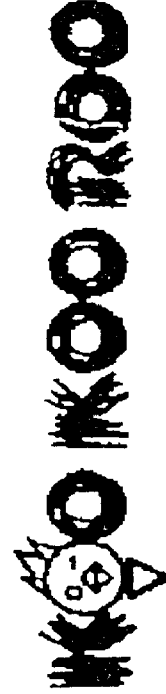
**KOO KOO ROO, INC.**

**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

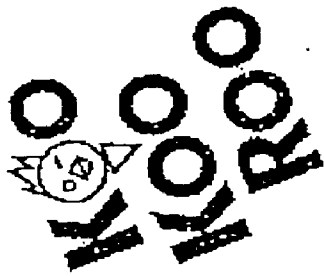
MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN L&L: 242/152	Food products, namely chicken, fresh chicken, frozen chicken, and cooked chicken (I.C. 29)	75/698,167 5/5/1999	2,531,144 1/22/2002	Original registration cancelled and application restored to pendency due to PTO error; Registered; §§8/15 due 1/22/2008
KOO KOO ROO STUFFERS L & L: 252/198	Baked potatoes for consumption on or off the premises (I.C. 29)	76/022,801 4/10/2000	2,446,386 4/24/2001	Registered; §§8/15 due 4/24/2007
LEAD L & L: 242/260	Educational services, namely, classes, seminars, and/or workshops, in the field of restaurant management, and distributing course materials in connection therewith (I.C. 41)	75/062,787 2/26/1996	2,114,661 11/18/1997	Registered; §§8/15 due 11/18/2003
THE VEGETABLE STAND SALADS L & L: 242/259	Restaurant services (I.C. 42)	74/648,542 3/20/1995	2,116,595 11/25/1997	Registered; §§8/15 due 11/25/2003
TURKEY BAR L & L: 242/257	Restaurant services (I.C. 42)	74/453,078 11/1/1993	2,077,802 7/8/1997	Registered; §§8/15 due 7/8/2003

\* CHICKEN HEAD DESIGN

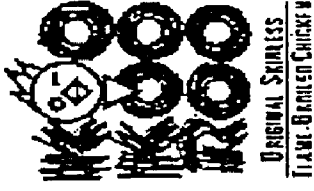
\*\* KOO KOO ROO DESIGN PLUS WORDS



\*\*\* KOO KOO ROO DESIGN PLUS WORDS



\*\*\*\* KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN DESIGN PLUS WORDS



TRADEMARK  
REEL: 002535 FRAME: 0022

OC-110181.1

**THE HAMLET GROUP INC.**

**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
L & L DOCKET # HAMBURGER HAMLET L&L: 242/267	Restaurant services (I.C. 42)	72/412,276 01/10/1972	0,951,007 01/16/1973	RENEWAL Registered; §§8/15 accepted; Renewed; Next renewal due 01/16/2003
HAMLET L&L: 242/270	Restaurant services (I.C. 42)	72/424,984 05/19/1972	0,951,013 01/16/1973	Registered; §§8/15 accepted; Renewed; Next renewal due 01/16/2003
HAMLET GARDENS L&L: 242/277	Restaurant services (I.C. 42)	73/507,267 11/5/1984	1,339,752 6/4/1985	Registered; §§8/15 accepted; Renewal due 06/04/2005
HAMLET'S PREMIUM ALE L&L: 242/273	Draught ale (I.C. 32)	74/373,990 03/31/1993	1,812,329 12/21/1993	Registered; §§8/15 accepted; Renewal due 12/21/2003
KATE MANTILINI	Restaurant services (I.C. 42)	73,710,266 02/08/1988	1,504,397 09/13/1988	Registered; §§8/15 accepted; Renewal due 09/13/2008
LITTLE CHOP L&L: 242/268	Specially prepared vegetable salads (I.C. 29)	74/373,997 03/31/1993	1,810,945 12/14/1993	Registered; §§8/15 accepted; Renewal due 12/14/2003
PORTNER'S L&L: 242/276	Restaurant services (I.C. 42)	73/710,265 02/08/1988	1,524,937 02/14/1989	Registered; §§8/15 accepted; Renewal due 02/14/2009
THE HOTS BURGER L&L: 242/269	Hamburger sandwich prepared and served as part of a restaurant services (I.C. 42)	73/019,412 04/22/1974	1,016,474 07/22/1975	Registered; §§8/15 accepted; Renewed; Next renewal due 07/22/2005
THE SUNFLOWER L&L: 242/271	Specially prepared sandwiches (I.C. 30)	74/373,996 03/31/1993	1,810,988 12/14/1993	Registered; §§8/15 accepted; Renewal due 12/14/2003

**THE HAMLET GROUP INC.  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
ZUCCHINI ZIRCLES L&L: 242/272	Cooked zucchini squash for consumption on or off the premises (I.C. 29)	75/373,995 03/31/1993	1,810,944 12/14/1993	Registered; §§8/15 accepted; Renewal due 12/14/2003



## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 2, 2002, is entered into by and among **CHI-CHI'S, INC.**, a Delaware corporation ("Chi-Chi's"), **KOO KOO ROO, INC.**, a Delaware Corporation ("KKR"; KKR, together with Chi-Chi's, are referred to hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as the "Borrowers"), **PRANDIUM, INC.**, a Delaware corporation ("Prandium"), **FRI-MRD CORPORATION**, a Delaware corporation ("FRI-MRD"), **FRI-ADMIN CORPORATION**, a Delaware corporation ("FRI-Admin"), the Subsidiaries of Chi-Chi's that are signatories hereto (the "Chi-Chi's Subsidiaries"), and **THE HAMLET GROUP, INC.**, a California corporation ("HGI"; HGI together with Prandium, FRI-MRD, FRI-Admin, and the Chi-Chi's Subsidiaries are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly and severally, as the "Guarantors"; Guarantors, together with Borrowers, are referred to hereinafter each individually as an "Obligor", and individually and collectively, jointly and severally, as the "Obligors"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors, if any, in such capacity, "Secured Party"), with reference to the following:

**WHEREAS**, Obligors beneficially own the Trademarks specified on Schedule A attached hereto (or any addendum thereto);

**WHEREAS**, Obligors, the lenders that are signatory thereto (the "Lenders"; Lenders, together with Agent, are referred to hereinafter individually and collectively, as the "Lender Group"), and Secured Party are, contemporaneously herewith, entering into that certain Loan and Security Agreement (the "Loan Agreement");

**WHEREAS**, Guarantors are, contemporaneously herewith, executing that certain General Continuing Guaranty in favor of Agent, for the benefit of the Lender Group (the "Guaranty"), and Guarantors and Agent, for the benefit of the Lender Group, are, contemporaneously herewith, executing that certain Guarantor Security Agreement (the "Guarantor Security Agreement"); and

**WHEREAS**, to induce the Lender Group to make the financial accommodations provided to Obligors pursuant to the Loan Agreement, Obligors desire to pledge, grant, transfer, and assign to Secured Party, for the benefit of the Lender Group, a security interest in the Trademark Collateral (as defined below) to secure the Secured Obligations (as defined below), as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Borrower” and “Borrowers” shall have the respective meanings ascribed to such terms in the preamble to this Agreement.

“Guarantor” and “Guarantors” shall have the respective meanings ascribed to such terms in the preamble to this Agreement.

“Lenders” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Lender Group” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Loan Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Obligor” and “Obligors” shall have the respective meanings ascribed to such terms in the preamble to this Agreement.

“Proceeds” shall mean whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined in the Code, all insurance proceeds, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Obligor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Obligor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Obligor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” shall mean the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean, with respect to any Obligor, all liabilities, obligations, or undertakings owing by any such Obligor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including reasonable attorneys fees), and expenses which any such Obligor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2.

“Trademarks” shall have the meaning ascribed to such term in Section 2.

“United States” and “U.S.” shall each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Obligor and supplemental rights and remedies in favor of Secured Party (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Obligor hereby grants, assigns, transfers and conveys to Secured Party, for the benefit of the Lender Group, a continuing security interest in all of such Obligor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Obligor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO or any State of the United States and all extensions or renewals thereof, including, without limitation, any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of such Obligor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Obligor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Obligor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Anything in this Agreement to the contrary notwithstanding, Obligors may license the Trademark Collateral as provided in the Loan Agreement subject to the security interests of Secured Party therein.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Each Obligor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action which Secured Party, in the exercise of its Permitted Discretion, may request from time to time to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, the Trademark Collateral held by Secured Party, for the benefit of the Lenders, and to accomplish the purposes of this Agreement. If such Obligor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of such Obligor, or in the name of Secured Party or otherwise, without notice to or assent by such Obligor, and such Obligor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as such Obligor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Obligor on all or any of such documents or instruments and perform all other acts that Secured Party in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party 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 Obligor, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable 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) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, 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 to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license (subject to the rights of any then existing licensees) with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of 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 in accordance with Section 18.

4. Representations and Warranties. Each Obligor represents and warrants to each member of the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks of such Obligor that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Obligor. The Obligors may amend Schedule A to include Trademarks as to which Prandium or any of its Subsidiaries become the owner after the Closing Date provided that, in connection with such amendment, Secured Party obtains a first priority perfected Lien on such Trademarks.

(b) Trademarks Subsisting. Each of the Trademarks of such Obligor listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Obligor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Such Obligor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Obligor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by such Obligor not to sue third persons, and (iii) with respect to any Trademarks for which such Obligor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Obligor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Obligor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Obligor or any such licensor with any other Person, no other Person has any rights in or to any of the

Trademark Collateral. To the best of such Obligor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Obligor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of such Obligor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Such Obligor has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Obligor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Obligor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Obligor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and any such Obligor shall give to Secured Party prompt notice thereof. Each Obligor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If any Obligor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, such Obligor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Obligor'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 PTO.

7. Duties of Secured Party. Notwithstanding any provision contained in this Agreement, Secured Party shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Obligor 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 hereunder or in connection herewith, Secured Party shall

not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Obligor hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the Code. Each Obligor hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies 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 such Obligor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by such Obligor (or its successor, assignee or trustee in bankruptcy); subject to reasonable rights of quality control and inspection in favor of such Obligor as are necessary and advisable for the maintenance of the Trademark's validity. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party, in the exercise of its Permitted Discretion, deems necessary, in the name of such Obligor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event such Obligor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party necessary to such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, such Obligor, in the exercise of its reasonable business judgment, 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 and, for that purpose, agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Obligor and Secured Party and their respective successors and assigns.

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

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.



13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. 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 provisions of this Agreement.

15. 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.

16. Loan Agreement. Each Obligor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Obligor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and such Obligor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Each Obligor agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by the Obligors, at Obligors' expense, as shall be necessary to evidence termination of the security interests granted by Obligors to Secured Party hereunder. Concurrent with the consummation of the HGI Sale in accordance with the applicable provisions of the Loan Agreement, HGI shall be released from all Secured Obligations and shall no longer be a party to this Agreement.

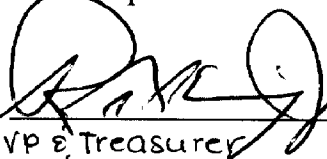
[Signature page follows]

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

**CHI-CHI'S INC.,**  
a Delaware corporation

By:   
Title: VP & Treasurer

**KOO KOO ROO, INC.,**  
a Delaware corporation

By:   
Title: VP & Treasurer

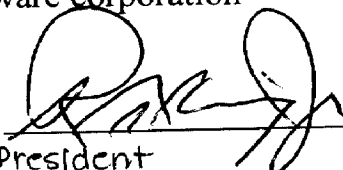
**PRANDIUM, INC.,**  
a Delaware corporation

By:   
Title: EVP/CFO

**FRI-MRD CORPORATION,**  
a Delaware corporation

By:   
Title: President

**FRI-ADMIN CORPORATION,**  
a Delaware corporation

By:   
Title: President

**THE HAMLET GROUP, INC.,**  
a California corporation

By: \_\_\_\_\_  
Title:

**Chi-Chi's Subsidiaries:**


**CCMR OF TIMONIUM, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Title:

**CCMR OF MARYLAND, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Title:

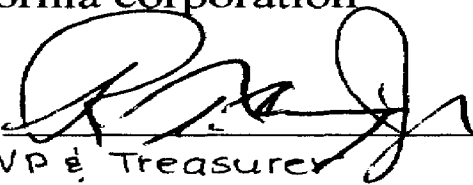
**CCMR OF CATONSVILLE, INC.,**  
a Kentucky corporation

By:  \_\_\_\_\_  
Title: *Secretary*

**CCMR OF GREENBELT, INC.,**  
a Kentucky corporation

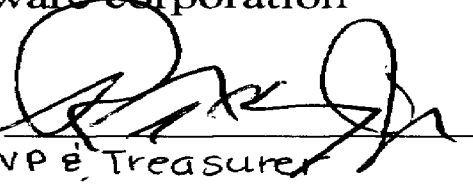
By: \_\_\_\_\_  
Title:

**THE HAMLET GROUP, INC.,**  
a California corporation


By:   
Title: VP & Treasurer

**Chi-Chi's Subsidiaries:**

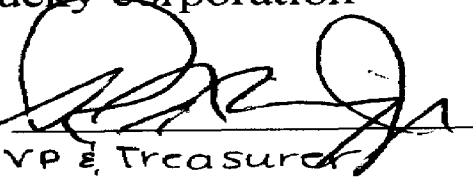
**CCMR OF TIMONIUM, INC.,**  
a Delaware corporation

By:   
Title: VP & Treasurer


**CCMR OF MARYLAND, INC.,**  
a Delaware corporation

By:   
Title: VP & Treasurer

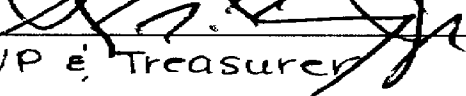
**CCMR OF CANTONSVILLE, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer

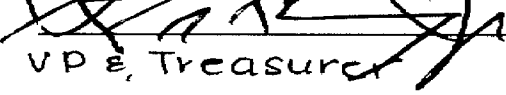
**CCMR OF GREENBELT, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer


**CCMR OF RITCHIE HIGHWAY, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer


**CCMR OF CUMBERLAND, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer

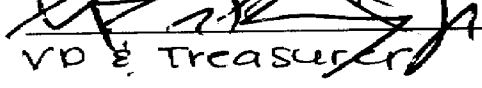
**CCMR OF HARFORD COUNTY, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer

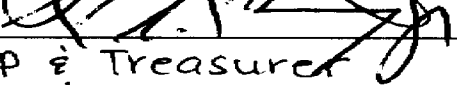
**MAINTENANCE SUPPORT GROUP, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer

**CCMR OF FREDERICK, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer

**CHI-CHI'S OF WEST VIRGINIA, INC.,**  
a Kentucky corporation

By:   
Title: VP & Treasurer

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation, as Agent

By: Amelio Yehros  
Title: Vice President

**Schedule A**

**PRANDIUM, INC.**  
**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
<b>MAKING ENJOYMENT THE MAIN COURSE</b> L&L: 251/050	Restaurant services (I.C. 42)	75/937,188 3/6/2000	N/A	Pending; Statement of Use or 3 <sup>rd</sup> Extension Request due 10/10/02
<b>MAKING ENJOYMENT THE MAIN COURSE</b> L&L: 256/256	Instruction in the field of business management, and restaurant management, and restaurant services, and distributing course materials in connection therewith (I.C. 41)	76/116,804 8/24/2000	N/A	Pending; Published for Opposition (3/5/2002); Statement of Use will be required
<b>MAKING ENJOYMENT THE MAIN COURSE</b> L&L: 251/049	Restaurant franchising services (I.C. 35)	75/937,187 3/6/2000	N/A	Pending, Statement of Use or 3 <sup>rd</sup> Extension Request due 10/10/02
<b>PATHWAYS DESIGN*</b> L&L: 257/279	Educational services, namely, conducting classes, seminars, conferences and workshops in the field of business management, restaurant management and restaurant services, and distributing course materials in connection therewith (I.C. 41)	76/146,698 10/12/2000	N/A	Pending; Approved for publication (3/6/2002)
<b>PLATE &amp; UTENSIL DESIGN**</b> L&L: 242/011	Restaurant services (I.C. 42)	75/686,840 4/19/1999	N/A	Pending; Statement of Use submitted; Amendment submitted in response to office action (4/18/2002)



<b>PLATE &amp; UTENSIL DESIGN**</b> L&L: 242/010	Restaurant franchising services (I.C. 35)	75/686,838 4/19/1999	N/A	Pending; Published for opposition (3/5/2002); Statement of Use will be required	4
<b>PRANDIUM</b> L&L: 241/195	Restaurant services (I.C. 42)	75/686,841 4/19/1999	N/A	Pending; Statement of Use submitted; Amendment submitted in response to office action (4/18/2002)	7
<b>PRANDIUM</b> L&L: 241/196	Restaurant franchising services (I.C. 35)	75/686,843 4/19/1999	N/A	Pending; Statement of Use or 5 <sup>th</sup> Extension Request due 9/28/2002	8

\* PATHWAYS DESIGN



\*\* PLATE & UTENSIL DESIGN



**FRI-ADMIN CORPORATION  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
BAJA STEAK L&L: 259/211	Entrees comprising meat with vegetables and rice, prepared for consumption on or off the premises (I.C. 29)	76/186,926 12/27/2000	N/A	RENEWAL Pending; Published for opposition (5/7/2002)
BEACH BOWLS L&L: 259/292	Entrees primarily comprising meat, poultry, or seafood, with vegetables and rice, prepared for consumption on or off the premises (I.C. 29) Entrees comprising primarily vegetables and rice, prepared for consumption on or off the premises (I.C. 30)	76/186,925 12/27/2000	N/A	Pending; Published for opposition (5/14/2002)
BEACH EATS L&L: 257/055	Prepared entrees consisting primarily of meat, fish, poultry, or vegetables for consumption on or off the premises (I.C. 29) Prepared entrees consisting primarily of pasta or rice for consumption on or off the premises (I.C. 30)	76/130,703 9/18/2000	N/A	Pending; Published for opposition (3/19/2002); Statement of Use will be required
BEACH-MEX L&L: 255/210	Restaurant services (I.C. 42)	76/089,706 7/14/2000		Allowed for registration (3/11/2002)
BEACH SWEETS L&L: 257/054	Bakery desserts for consumption on or off the premises (I.C. 30)	76/130,706 9/18/2000	N/A	Pending; Published for opposition (4/9/2002); Statement of Use will be required

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BEACH TREATS L&L: 257/052	Bakery desserts for consumption on or off the premises (I.C. 30)	76/130,705 9/18/2000	N/A	Pending; Published for opposition (2/26/2002); Statement of Use will be required	14
CHILI PEPPER AND PALM TREE DESIGN* L&L: 256/125	Restaurant services (I.C. 42)	76/125,101 9/7/2000	N/A	Pending; Notice of Allowance issued; Statement of Use or Extension Request due 10/23/2002	15
MESQUITE BEACH DESIGN PLUS WORDS** L&L: 257/220	Restaurant services (I.C. 42)	76/138,182 9/28/2000	N/A	Pending; Will be published for opposition on 6/25/2002; Statement of Use will be required	16
MESQUITE BEACH (STYLIZED)*** L&L: 256/163	Restaurant services (I.C. 42)	76/125,323 9/7/2000	N/A	Pending; Will be published for opposition on 6/18/2002; Statement of Use will be required	17
MESQUITE BEACH (STYLIZED)**** L&L: 256/124	Restaurant services (I.C. 42)	76/125,313 9/7/2000	N/A	Pending; Will be published for opposition on 6/11/2002; Statement of Use will be required	18
MESQUITE BEACH L&L: 255/100	Restaurant services (I.C. 42)	76/087,353 7/11/2000	N/A	Pending; Notice of Allowance issued; Statement of Use or Extension Request due 9/5/2002	19
MESQUITE BEACH WOOD-FIRED GRILL L&L: 257/028	Restaurant services (I.C. 42)	76/125,110 9/7/2000	N/A	Pending; Response to office action due 7/17/2002	20

\* CHILI PEPPER AND PALM TREE DESIGN



\*\* MESQUITE BEACH DESIGN PLUS WORDS



\*\*\* MESQUITE BEACH (STYLIZED)

MESQUITE BEACH

\*\*\* MESQUITE BEACH (STYLIZED)

MESQUITE BEACH

TRADEMARK  
REEL: 002535 FRAME: 0044

**CHI-CHI'S, INC.**  
**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
CURTSYING SEÑORITA DESIGN* L&L: 222/047	Restaurant services (I.C. 42)	73/327,580 9/11/1981	1,238,875 5/17/1983	Registered; §§8/15 accepted; Renewal due 5/17/2003
BUILDING DESIGN** L&L: 222/044	Restaurant services (I.C. 42)	74/477,344 1/7/1994	1,870,179 12/27/1994	Registered; §§8/15 accepted; Renewal due 12/27/2004
ARCTIC SNOWSLIDE Handled by Barton Brands	Alcoholic beverages, namely, vanilla and rum flavored prepared cocktail (I.C. 33)	75/520,787 7/17/1998	2,399,002 10/31/2000	Registered; §§8/15 due 10/31/2006
CALYPSO COOLER SLUSHIE Handled by Barton Brands	Alcoholic beverages, namely, pineapple, strawberry and rum flavored prepared cocktail (I.C. 33)	75/520,788 7/17/1998	2,535,186 2/5/2002	Registered; §§8/15 due 2/5/2008
CARIBBEAN MUDSLIDE Handled by Barton Brands	Alcoholic beverages, namely, tropical fruit and rum flavored prepared cocktail (I.C. 33)	75/520,791 7/17/1998	2,312,650 1/25/2000	Registered (supplemental); §8 due 1/25/2006
CHAJITAS L&L: 222/045	Marinated strips of char- broiled steak and/or chicken for consumption in a restaurant (I.C. 29)	73/495,956 8/22/1984	1,488,674 5/17/1988	Registered; §§8/15 accepted; renewal due 5/17/2008
CHI-CHIS DESIGN PLUS WORDS*** L&L: 222/014	Restaurant services (I.C. 42)	73/810,222 7/3/1989	1,618,111 10/16/1990	Registered; §§8/15 accepted; Renewed; Next renewal due 10/16/2010
CHI-CHI'S DESIGN PLUS WORDS**** L&L: 222/056	Restaurant services (I.C. 42)	73/327,583 9/11/1981	1,240,653 5/31/1983	Registered; §§8/15 accepted; Renewal due 5/31/2003

CHI-CHI'S (STYLIZED)° L&L: 222/034	Restaurant services (I.C. 42)	73/122,645 4/13/1977	1,079,109 12/6/1977	Registered; §§8/15 accepted; Renewed; Next renewal due 12/6/2007	39
CHI-CHI'S (STYLIZED)°° L&L: 226/248	Restaurant services (I.C. 42)	75/327,273 7/19/1997	2,178,486 8/4/1998	Registered; §§8/15 due 8/4/2004	30
CHI-CHI'S L&L: 222/035	Restaurant services (I.C. 42)	74/169,267 5/23/1991	1,728,396 10/27/1992	Registered; §§8/15 accepted; Renewal due 10/27/2002	31
CHI-CHI'S (STYLIZED)° L&L: 222/027	Alcoholic beverages, namely, tequila (I.C. 33)	73/637,280 12/29/1986	1,458,631 9/22/1987	Registered; §§8/15 accepted; Renewal due 9/22/2007	32
CHI-CHI'S (STYLIZED)° L&L: 222/026	Alcoholic beverages, namely, prepared margaritas (I.C. 33)	73/637,279 12/29/1986	1,458,630 9/22/1987	Registered; §§8/15 accepted; Renewal due 9/22/2007	33
CHI-CHI'S L&L: 227/007	Prepared alcoholic cocktails (I.C. 33)	75/339,206 8/11/1997	2,178,590 8/4/1998	Registered; §§8/15 due 8/4/2004	34
CHI-CHI'S (STYLIZED)° L&L: 222/025	Non-alcoholic cocktail mixes (I.C. 32)	73/517,175 1/11/1985	1,362,295 9/24/1985	Registered; §§8/15 accepted; Renewal due 9/24/2005	35
CHI-CHI'S (STYLIZED)° L&L: 222/022	Dry taco seasoning (I.C. 30)	74/321,287 10/9/1992	1,864,349 11/22/1994	Registered; §§8/15 accepted; Renewal due 11/22/2004	36
CHI-CHI'S (STYLIZED)° L&L: 222/023	Sauces; namely, pico de gallo and salsa verde (I.C. 30)	74/320,595 10/7/1992	1,801,654 10/26/1993	Registered; §§8/15 accepted; Renewal due 10/26/2003	37
CHI-CHI'S (STYLIZED)° L&L: 222/019	Sauces, namely, tomato based sauces, with differing spices and margarita heavy grade salt (I.C. 30)	73/517,174 1/11/1985	1,367,947 10/29/1985	Registered; §§8/15 accepted; Renewal due 10/29/2005	38
CHI-CHI'S L&L: 252/241	Salad dressings and grill sauces (I.C. 30)	76/025,786 4/13/2000	2,465,506 7/3/2001	Registered; §§8/15 due 7/3/2007	39
CHI-CHI'S L&L: 222/031	Frozen Mexican dinner entrees consisting primarily of burritos, enchiladas and chimichangas (I.C. 30)	75/017,674 11/13/1995	2,045,603 3/18/1997	Registered; §§8/15 due 3/18/2003	40
CHI-CHI'S L&L: 222/021	Flour and corn tortillas; taco shells (I.C. 30)	74/314,227 4/6/1993	1,779,107 6/29/1993	Registered; §§8/15 accepted; Renewal due 6/29/2003	41

CHI-CHIP'S L&L: 222/020	Corn chips (I.C. 30)	73/810,153 7/3/1989	1,594,464 5/1/1990	Registered; §§8/15 accepted; Renewed; Next renewal due 5/1/2010	42
CHI-CHIP'S (STYLIZED)° L&L: 222/032	Shredded cheese (I.C. 29)	74/517,927 4/28/1994	1,902,894 7/4/1995	Registered; §§8/15 accepted; Renewal due 7/4/2005	43
CHI-CHIP'S (STYLIZED)° L&L: 222/030	Processed green chilies, whole and diced, processed jalapenos, whole and wheels; diced tomatoes and green chilies (I.C. 29)	74/319,347 10/2/1992	1,800,200 10/19/1993	Registered; §§8/15 accepted; Renewal due 10/19/2003	44
CHI-CHIP'S (STYLIZED)° L&L: 222/029	Refried beans and processed charro beans (I.C. 29)	74/319,330 10/2/1992	1,773,095 5/25/1993	Registered; §§8/15 accepted; Renewal due 5/25/2003	45
CHI-CHIP'S (STYLIZED)° L&L: 222/028	Food dips, namely, bean dip and cheese dip (I.C. 29)	73/729,030 5/18/1988	1,528,459 3/7/1989	Registered; §§8/15 accepted; Renewal due 3/7/2009	46
CHI-CHIP'S (STYLIZED)° L&L: 222/018	Clothing, namely, cotton shirts, short sleeve shirts, long sleeve shirts, sheeting shirts, polo shirts, sweatshirts, jackets, and caps (I.C. 25)	75/039,082 1/2/1996	2,126,582 1/6/1998	Registered; §§8/15 due 1/6/2004	47
CHI-CHIP'S (STYLIZED)° L&L: 222/024	Clothing, namely, T-shirts (I.C. 25)	73/350,074 2/12/1982	1,228,572 2/22/1983	Registered; §§8/15 accepted; Renewal due 2/22/2003	48
CHI-CHIP'S (STYLIZED)° L&L: 222/033	Glass beverageware (I.C. 21)	73/350,075 2/12/1982	1,233,608 4/5/1983	Registered; §§8/15 accepted; Renewal due 4/5/2003	49
CHI-CHIP'S EL PRONTO! DESIGN PLUS WORDS°°° L&L: 222/039	Restaurant services (I.C. 42)	73/633,450 12/3/1986	1,455,863 9/1/1987	Registered; §§8/15 accepted; Renewal due 9/1/2007	50
CHI-CHIP'S EL PRONTO L&L: 246/093	Restaurant services (I.C. 42)	75/813,227 10/1/1999	2,381,378 8/29/2000	Registered; §§8/15 due 8/29/2006	51
CHI-CHIP'S I-N-C-R-E-D-I-B-L- E MARGARITA M-I-X DESIGN PLUS WORDS°°°° L&L: 222/040	Non-alcoholic margarita mixes (I.C. 32)	73/517,177 1/11/1985	1,363,653 10/1/1985	Registered; §§8/15 accepted; Renewal due 10/1/2005	52

CHI-CHIP'S I-N-C-R-E-D-I-B-L-E SALSA (STYLIZED) °°°°° L&L: 222/041	Tomato based sauce (I.C. 30)	73/517,173 1/11/1985	1,371,584 11/19/1985	Registered; §§8/15 accepted; Renewal due 11/19/2005	53
CHI-CHIP'S MEXICAN MUDSLIDE Handled by Dancona & Pflaum	Alcoholic beverages, namely, rum flavored prepared cocktails (I.C. 41)	76/159,872 11/6/2000	N/A	Pending	54
CHI-CHIP'S MEXICAN RESTAURANT DESIGN PLUS WORDS <sup>a</sup> L&L: 232/072	Restaurant services (I.C. 42)	75/432,399 2/11/1998	2,280,064 9/21/1999	Registered; §§8/15 due 9/21/2005	55
CHI-CHIP'S MEXICAN RESTAURANT (STYLIZED) <sup>aa</sup> L&L: 232/073	Restaurant services (I.C. 42)	75/432,398 2/11/1998	2,269,880 8/10/1999	Registered; §§8/15 due 8/10/2005	56
CHI-CHIP'S TO GO DESIGN PLUS WORDS <sup>aaa</sup> L&L: 222/042	Restaurant services (I.C. 42)	73/533,179 4/22/1985	1,368,363 10/29/1985	Registered; §§8/15 accepted; Renewal due 10/29/2005	57
CINCORITA L&L: 222/046	Alcoholic beverages, namely margaritas (I.C. 33)	74/534,567 6/7/1994	1,892,305 5/2/1995	Registered; §§8/15 accepted; Renewal due 5/2/2005	58
DECLARATION OF SALSAFICATION L&L: 255/059	Restaurant services (I.C. 42)	76/084,099 7/6/2000	2,494,204 10/2/2001	Registered; §§8/15 due 10/2/2007	59
ENCHILADAS DIABLO L&L: 224/132	Prepared enchiladas for consumption on or off the premises (I.C. 30)	73/475,848 4/17/1984	1,474,350 1/26/1988	Registered; §§8/15 accepted; Renewal due 1/26/2008	60
FIESTA FOR FOUR L&L: 241/197	Restaurant services (I.C. 42)	75/689,068 4/21/1999	2,332,573 3/21/2000	Registered; §§8/15 due 3/21/2006	61
"HOME OF THE CHIMICHANGA..." L&L: 222/051	Restaurant services (I.C. 42)	73/374,909 7/16/1982	1,249,435 8/23/1983	Registered; §§8/15 accepted; Renewal due 8/23/2003	62
JACK-O-RITA L&L: 222/054	Alcoholic beverages, namely margaritas (I.C. 33)	74/534,678 6/7/1994	1,913,667 8/22/1995	Registered; §§8/15 accepted; Renewal due 8/22/2005	63



LA BRISA-NADA L&L: 222/055	Non-Alcoholic cocktails (I.C. 32)	73/494,855 8/14/1984	1,338,272 5/28/1985	Registered; §§8/15 accepted; Renewal due 5/28/2005	64
LIFE ALWAYS NEEDS A LITTLE SALSA L&L: 224/293	Restaurant services (I.C. 42)	75/269,570 4/4/1997	2,161,756 6/2/1998	Registered; §§8/15 due 6/2/2004	65
MARGARITAVILLE L&L: 224/009	Restaurant (I.C. 42)	74/021,044 1/22/1990	1,926,809 10/17/1995	Registered; §§8/15 accepted; Renewal due 10/17/2005	66
MARGARITAVILLE (STYLIZED) <sup>*****</sup> L&L: 222/058	Restaurant services (I.C. 42)	73/387,886 9/23/1982	1,530,199 3/14/1989	Registered; §§8/15 accepted; Renewal due 3/14/2009; Settlement agreement with Jimmy Buffett (4/15/1988; amended 6/22/1988) affects use of this mark	67
MARGARITAVILLE CANTINA DESIGN PLUS WORDS <sup>*****</sup> L&L: 222/059	Restaurant services (I.C. 42)	74/037,952 3/13/1990	1,640,858 4/9/1991	Registered; §§8/15 accepted; Renewed; Next renewal due 4/9/2011	68
MELON SLUSHIE Handled by Barton Brands	Alcoholic beverages, namely watermelon flavored prepared cocktail (I.C. 33)	75/520,789 7/17/1998	2,301,082 12/14/1999	Registered (supplemental); §8 due 12/14/2005	69
NADA-COLADA L&L: 222/061	Non-alcoholic cocktails (I.C. 32)	73/494,797 8/14/1984	1,339,405 6/4/1985	Registered; §§8/15 accepted; Renewal due 6/4/2005	70
NADA-DAIQUIRI L&L: 222/062	Non-alcoholic cocktails (I.C. 32)	73/494,795 8/14/1984	1,337,052 5/21/1985	Registered; §§8/15 accepted; Renewal due 5/21/2005	71
NADA-RITA L&L: 222/063	Non-alcoholic cocktails (I.C. 32)	73/494,812 8/14/1984	1,337,053 5/21/1985	Registered; §§8/15 accepted; Renewal due 5/21/2005	7a

<p>SALSABRATION L&amp;L: 264/067</p>	<p>Processed foods, namely, dips, namely, bean dip, cheese dip, tomato-based dip, and vegetable-based dip; processed beans; refried beans; rancho beans; chili; frozen, prepared, or packaged entrees consisting primarily of meat, fish, poultry, or vegetables; frozen, prepared, or packaged meals consisting primarily of meat, fish, poultry, or vegetables; processed chilies; processed jalapenos; processed peppers; processed tomatoes; processed vegetables; sauces; enchilada sauce; picante sauce; pico de gallo sauce; taco sauce; and corn cake mix (I.C. 29) Staple foods – same as SALSABRATION below (I.C. 30)</p>	<p>76/252,878 5/4/2001</p>	<p>N/A</p>	<p>Notice of Allowance issued; Statement of Use or Extension Request due 8/19/2002</p>
<p>SALSA-BRATION L&amp;L: 236/029</p>	<p>Restaurant services (I.C. 42)</p>	<p>75/536,689 8/14/1998</p>	<p>2,365,731 7/11/2000</p>	<p>Registered; §§8/15 due 7/11/2006</p>

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SALSA-BRATION  
L&L: 264/065

Processed foods, same as SALSABRATION, above (I.C. 29)  
Staple foods, namely, burritos; burrito kits containing sauce seasonings, and tortillas; corn cake mix; cereal-based chips and snacks; chalupas; chili; chili seasonings; chili powders; chimichanga; chimichanga kits containing sauce; seasonings, and tortillas; corn-based chips and snacks; flour-based chips and snacks; grain-based chips and snacks; taco chips; tortilla chips; seasonings for meat, fish, poultry, or vegetables; salad dressings; empanadas; enchiladas; enchilada kits containing sauce, seasonings, and tortillas; frozen, prepared, or packaged entrees consisting primarily of pasta or rice; fajitas; food activities for flavoring; marinades; frozen, prepared, or packaged meals consisting primarily of past or rice; packaged meat kits containing sauce, seasonings, and tortillas; packaged meal kits containing sauce, seasonings, and taco shells; nachos; salsa; sauces; enchilada sauce; picante sauce; pico de gallo; taco sauce; tomato-based sauce; vegetable based sauce; seasonings; chili-based seasonings; taco seasoning; taco shells; tacos; taco kits containing sauce; seasonings; and taco shells; tamales; tortilla shells; and tortillas (I.C. 30)

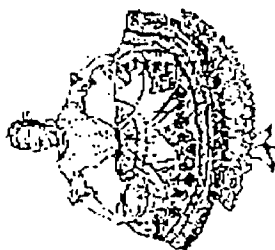
76/252,877  
5/4/2001

N/A

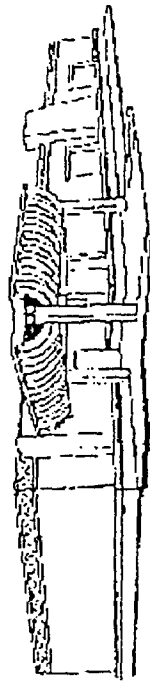
Notice of Allowance issued;  
Statement of Use or Extension  
Request due 8/19/2002

SALSAFICATION L&L: 264/258	Restaurant services (I.C. 42)	76/264,854 5/30/2001	N/A	Pending; Approved for publication	76
SALSAFIED L&L: 264/257	Restaurant services (I.C. 42)	76/264,994 5/30/2001	N/A	Pending; Approved for publication	77
SOUTHWEST CHILI L&L: 222/068	Restaurant Services (I.C. 42)	73/527,728 3/19/1985	1,363,838 10/1/1985	Registered; §§8/15 accepted; Renewal due 10/1/2005	78
THE INCREDIBLE CHI-CHI'S MEXICAN RESTAURANT DESIGN PLUS WORDS <sup>*****</sup> L&L: 224/140	Restaurant Services (I.C. 42)	73/398,817 9/30/1982	1,333,717 4/30/1985	Registered; §§8/15 accepted; Renewal due 4/30/2005	79

\* CURTSYING SEÑORITA DESIGN



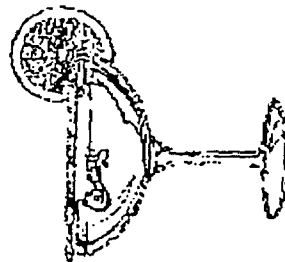
RESTAURANT DESIGN



\*\*\* CHI-CHIS DESIGN PLUS WORDS



\*\*\*\* CHI-CHI'S DESIGN PLUS WORDS



°° CHI-CHI'S (STYLIZED)



°°°° CHI-CHI'S I-N-C-R-E-D-I-B-L-E MARGARITA  
M-I-X DESIGN PLUS WORDS



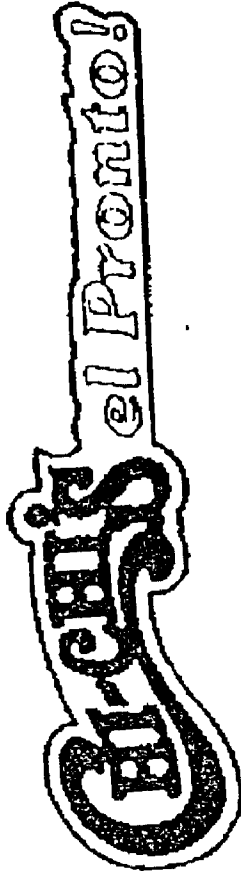
° CHI CHI'S MEXICAN RESTAURANT  
DESIGN PLUS WORDS



° CHI-CHI'S DESIGN PLUS WORDS  
CHI-CHI'S (STYLIZED)



°°° CHI-CHI'S EL PRONTO DESIGN PLUS WORDS



°°°°° CHI-CHI'S I-N-C-R-E-D-I-B-L-E SALSA (STYLIZED)



TRADEMARK  
REEL: 002535 FRAME: 0053

3333 CHI CHI'S MEXICAN RESTAURANT (STYLIZED)

**Chi-Chi's**  
MEXICAN RESTAURANT

3333 MARGARITAVILLE (STYLIZED)

**Margaritaville**

333333 THE INCREDIBLE CHI-CHI'S MEXICAN RESTAURANT DESIGN PLUS WORDS

THE INCREDIBLE  
**CHI-CHI'S**  
MEXICAN RESTAURANT

**CHI-CHI'S**  
**To Go!**

333333 MARGARITAVILLE CANTINA DESIGN  
PLUS WORDS

**Margaritaville**  
Cantina

**KOO KOO ROO, INC.**  
**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
<b>ARROSTO</b> *Not handled by L & L	Beverage containers, namely coffee mugs and drinking glasses (I.C. 21) Apparel, namely hats, T-shirts and aprons (I.C. 25) Processed food products for off-site consumption, namely chicken; turkey; vegetables; potatoes; soups; salads, except macaroni, rice and pasta salads (I.C. 29) Food products for off-site consumption, namely, rice, pasta salads, rice salads, roasted coffee beans and bakery goods (I.C. 30) Restaurant services featuring chicken, turkey, vegetables, rice, potatoes, soups, salads, coffee beans, bakery goods, and hot and cold beverages (I.C. 42)	74/655,550 4/3/1995	2,021,694 12/10/1996	Registered; §§8/15 due 12/10/2002
<b>CHICKEN HEAD DESIGN*</b> L & L: 242/255	Fast food restaurants (I.C. 42)	74/139,399 2/15/1991	1,726,462 10/20/1992	Registered; §§8/15 accepted; Renewal due 10/20/2002
<b>CHICKEN HEAD DESIGN*</b> L & L: 242/256	Food products; namely, fresh, frozen and cooked chicken (I.C. 29)	74/139,393 2/15/1991	1,691,761 6/9/1992	Registered; §§8/15 accepted; Renewal due 6/9/2002, to be filed with USPTO 5/20/2002

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**KOO KOO ROO, INC.**

**PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
L & L DOCKET #				<b>RENEWAL</b>
CHICKEN HEAD DESIGN* L & L: 242/254	Franchise services; namely, offering assistance in the establishment and/or operation of a restaurant (I.C. 35)	74/139,398 2/15/1991	1,683,946 4/21/1992	Registered; §§8/15 accepted; Renewal due 4/21/2002, Grace period ends 10/21/2002
CHICKEN WITH EXCEPTIONAL TASTE L & L: 256/053	Restaurant services (I.C. 42)	76/105,332 8/7/2000		Pending; Published for opposition 3/26/2002; Statement of Use will be required
DAILY ROASTERS * Not handled by L & L	Coffee beans (I.C. 30)	74/491,155 2/17/1994	2,099,704 9/23/1997	Registered; §§8/15 due 9/23/2003
JUST FOR THE HEALTH OF IT L & L: 242/258	Restaurant services (I.C. 42)	74/602,786 11/25/1994	1,989,277 7/23/1996	Registered; §§8/15 due 7/23/2002
KOO KOO ROO DESIGN PLUS WORDS** L & L: 242/252	Fast food restaurant services (I.C. 42)	73/770,031 12/19/1988	1,586,199 3/6/1990	Registered; §§8/15 accepted; Renewed; Next renewal due 3/6/2010
KOO KOO ROO DESIGN PLUS WORDS*** L & L: 242/253	Food products, namely fresh, frozen and cooked chicken (I.C. 29)	74/520,858 5/9/1994	1,890,023 4/18/1995	Registered; §§8/15 accepted; Renewal due 4/18/2005
KOO KOO ROO L & L: 242/251	Restaurant services (I.C. 42)	74/520,859 5/9/1994	1,884,141 3/14/1995	Registered; §§8/15 accepted; Renewal due 3/14/2005
KOO-KOO-ROO L & L: 242/249	Food products, namely fresh, frozen and cooked chicken (I.C. 29)	73/706,986 1/22/1988	1,522,786 1/31/1989	Registered; §§8/15 accepted; Renewal due 1/31/2009

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**KOO KOO ROO, INC.  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

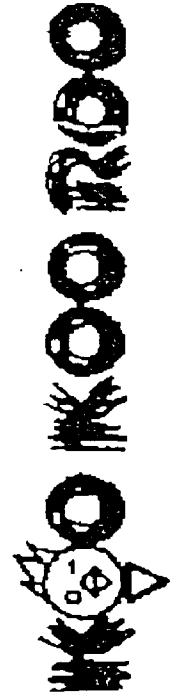
MARK L & I DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
KOO-KOO-ROO L & L: 242/250	Franchise services; namely, offering assistance in the establishment and/or operation of a restaurant (I.C. 35)	74/139,397 2/15/1991	1,675,295 2/11/1992	RENEWAL Registered; §§8/15 accepted; Renewal due 2/11/2002; Grace period ends 8/11/2002
KOO KOO ROO CHARGILLED CHICKEN CHOP L&L: 248/291	Prepared entrees consisting primarily of rice and containing smaller portions of poultry, vegetables, and seasonings served in a bowl (I.C. 30)	75/881,317 12/22/1999		92 Pending; Notice of Allowance issued; Statement of Use or Extension Request due 8/19/2002
KOO KOO ROO GOOD FOR YOU L & L: 242/262	Restaurant services, namely, for on and/or off site consumption (I.C. 42)	75/178,163 10/7/1996	2,165,186 6/16/1998	93 Registered; §§8/15 due 6/16/2004
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN DESIGN PLUS WORDS***** L & L: 242/157	Fast food restaurant services (I.C. 42)	74/139,394 2/15/1991	1,771,990 5/18/1993	94 Registered; §§8/15 accepted; Renewal due 5/18/2003
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN DESIGN PLUS WORDS***** L & L: 242/156	Food products, namely fresh, frozen and cooked chicken (I.C. 29)	74/139,392 2/15/1991	1,771,641 5/18/1993	95 Registered; §§8/15 accepted; Renewal due 5/18/2003
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN L & L: 242/151	Restaurant services (I.C. 42)	75/698,031 5/5/1999	2,366,152 7/11/2000	96 Registered; §§8/15 due 7/11/2006

**KOO KOO ROO, INC.  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

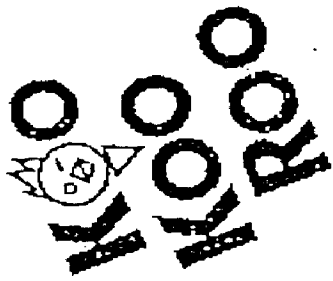
MARK L & L DOCKET #	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS RENEWAL
KOO KOO ROO ORIGINAL SKINLESS FLAME-BROILED CHICKEN L&L: 242/152	Food products, namely chicken, fresh chicken, frozen chicken, and cooked chicken (I.C. 29)	75/698,167 5/5/1999	2,531,144 1/22/2002	Original registration cancelled and application restored to pendency due to PTO error; Registered; §§8/15 due 1/22/2008
KOO KOO ROO STUFFERS L & L: 252/198	Baked potatoes for consumption on or off the premises (I.C. 29)	76/022,801 4/10/2000	2,446,386 4/24/2001	Registered; §§8/15 due 4/24/2007
LEAD L & L: 242/260	Educational services, namely, classes, seminars, and/or workshops, in the field of restaurant management, and distributing course materials in connection therewith (I.C. 41)	75/062,787 2/26/1996	2,114,661 11/18/1997	Registered; §§8/15 due 11/18/2003
THE VEGETABLE STAND SALADS L & L: 242/259	Restaurant services (I.C. 42)	74/648,542 3/20/1995	2,116,595 11/25/1997	Registered; §§8/15 due 11/25/2003
TURKEY BAR L & L: 242/257	Restaurant services (I.C. 42)	74/453,078 11/1/1993	2,077,802 7/8/1997	Registered; §§8/15 due 7/8/2003

\*\* KOO KOO ROO DESIGN PLUS WORDS

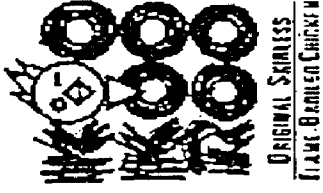
\* CHICKEN HEAD DESIGN



\*\*\* KOO KOO ROO DESIGN PLUS WORDS



\*\*\* KOO KOO ROO ORIGINAL SKINLESS FLAME  
BROILED CHICKEN DESIGN PLUS WORDS



TRADEMARK  
REEL: 002535 FRAME: 0059

**THE HAMLET GROUP INC.  
PENDING U.S. REGISTRATIONS AND APPLICATIONS**

MARK	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
L & L DOCKET # HAMBURGER HAMLET L&L: 242/267	Restaurant services (I.C. 42)	72/412,276 01/10/1972	0,951,007 01/16/1973	Registered; §§8/15 accepted; Renewed; Next renewal due 01/16/2003
HAMLET L&L: 242/270	Restaurant services (I.C. 42)	72/424,984 05/19/1972	0,951,013 01/16/1973	Registered; §§8/15 accepted; Renewed; Next renewal due 01/16/2003
HAMLET GARDENS L&L: 242/277	Restaurant services (I.C. 42)	73/507,267 11/5/1984	1,339,752 6/4/1985	Registered; §§8/15 accepted; Renewal due 06/04/2005
HAMLET'S PREMIUM ALE L&L: 242/273	Draught ale (I.C. 32)	74/373,990 03/31/1993	1,812,329 12/21/1993	Registered; §§8/15 accepted; Renewal due 12/21/2003
KATE MANTILINI	Restaurant services (I.C. 42)	73,710,266 02/08/1988	1,504,397 09/13/1988	Registered; §§8/15 accepted; Renewal due 09/13/2008
LITTLE CHOP L&L: 242/268	Specially prepared vegetable salads (I.C. 29)	74/373,997 03/31/1993	1,810,945 12/14/1993	Registered; §§8/15 accepted; Renewal due 12/14/2003
PORTNER'S L&L: 242/276	Restaurant services (I.C. 42)	73/710,265 02/08/1988	1,524,937 02/14/1989	Registered; §§8/15 accepted; Renewal due 02/14/2009
THE HOTS BURGER L&L: 242/269	Hamburger sandwich prepared and served as part of a restaurant services (I.C. 42)	73/019,412 04/22/1974	1,016,474 07/22/1975	Registered; §§8/15 accepted; Renewed; Next renewal due 07/22/2005
THE SUNFLOWER L&L: 242/271	Specially prepared sandwiches (I.C. 30)	74/373,996 03/31/1993	1,810,988 12/14/1993	Registered; §§8/15 accepted; Renewal due 12/14/2003

THE HAMLET GROUP INC.

PENDING U.S. REGISTRATIONS AND APPLICATIONS

MARK	GOODS / SERVICES	APPL NO. FILED	REG NO. ISSUED	STATUS
L & L DOCKET #  ZUCCHINI ZIRCLES L&L: 242/272	Cooked zucchini squash for consumption on or off the premises (I.C. 29)	75/373,995 03/31/1993	1,810,944 12/14/1993	RENEWAL  Registered; §§8/15 accepted; Renewal due 12/14/2003

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