

08-11-2003

Form PTO-1594 (Rev. 03/01) 7-30-03 R1



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

Tab settings

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

1. Name of conveying party(ies):
Catalina Restaurant Group Inc.

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

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

2. Name and address of receiving party(ies)
Name: Wells Fargo Foothill, Inc.
Internal
Address: 2450 Colorado Blvd.
Street Address: Suite 3000 West
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

TRADEMARK PROCESS
 JUL 30 2003
 U.S. PATENT & TRADEMARK OFFICE

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment to Sec. Agreement

Execution Date: 06/27/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78/222074

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Amy Lee Brady
 Internal Address: CSC
 Street Address: 80 State Street, 6th Floor
 City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Amy Lee Brady
 Name of Person Signing

Amy L Brady
 Signature

07/28/2003
 Date

Total number of pages including cover sheet, attachments, and document 6

08/08/2003 ECOOPER 00000298 78222074

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

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TRADEMARK
 REEL: 002798 FRAME: 0129

**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2003 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of November 15, 2002 (the "Trademark Security Agreement"), by and between **CATALINA RESTAURANT GROUP INC.**, a Delaware corporation formerly known as FRD Acquisition Co. ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation formerly known as Foothill Capital Corporation, as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about March __, 2003 at Reel ____, Frame ____; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding a Trademark to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

4. This Amendment 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.

5. This Amendment is a Loan Document.

[Signature page follows.]

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

CATALINA RESTAURANT GROUP INC., a
Delaware corporation formerly known as FRD
Acquisition Co.

By: J. Jeffrey Campbell

Name: J. Jeffrey Campbell

Title: President & CEO

WELLS FARGO FOOTHILL, INC., -
a California corporation, formerly known as
Foothill Capital Corporation,
as Agent

By: *Xavier Gansbol*
Name: XAVIER GANSBOL
Title: VICE PRESIDENT

SCHEDULE 1

**TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

<u>Type</u>	<u>Jurisdiction</u>	<u>Description</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration Number</u>
Trademark	United States	Catalina	78222074	Not registered yet	Not assigned yet

LA/911604.3