

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce
 (rev 3/1) **TRADEMARKS ONLY** Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>GB Franchise Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>BNP Paribas 209 South LaSalle, Suite 500 Chicago, Illinois 60604</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - French Bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Amended and Restated SBRG Subsidiary Trademark Security Agreement</p> <p>Execution Date: November 12, 2003</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s). B. Trademark Registration No(s).</p> <p>2205508</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kenneth A. Rubenstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p>	<p>6. Total number of applications/registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$40</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 071610/84)</p> <p>8. Deposit Account No. 19-2385</p>
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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.

Kenneth A. Rubenstein *Kenneth Rubenstein* April 19, 2004
 Name Signature Date

Total number of pages including cover sheet, attachments, and document: **32**

CH \$40.00 192385 2205508

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CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

2. La Salsa, Inc. a Delaware corporation
3. Timber Lodge Steakhouse, Inc. a Minnesota corporation
4. Santa Barbara Restaurant Group, Inc. a Delaware corporation

AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK
SECURITY AGREEMENT

This AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2003, is entered into among GB Franchise Corporation, a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013), La Salsa, Inc., a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013), Timber Lodge Steakhouse, Inc., a Minnesota corporation located at 1801 E. 79th Street, Suite 27, Bloomington, MN 55425 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) and Santa Barbara Restaurant Group, Inc., a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, California 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) (each an "Assignor" and collectively, the "Assignors"), and BNP Paribas, a bank organized under the laws of France acting through its Chicago branch, located at 209 South LaSalle, Suite 500, Chicago, IL 60604, acting in its capacity as agent for itself and the Secured Parties (together with its successors and assigns, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Third Amended and Restated Subsidiary Security Agreement, dated as of November 12, 2003, among the Assignors, other assignors thereunder and the Assignee (the "Subsidiary Security Agreement").

WHEREAS, pursuant to the Subsidiary Security Agreement, each Assignor is granting a security interest to the Assignee in certain Collateral, including the Trademarks (as defined herein);

WHEREAS, the Assignors have entered into that certain SBRG Subsidiary Trademark Security Agreement, dated as of April 26, 2002, by the Assignors in favor of the Assignee (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Subsidiary Trademark Security Agreement");

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto wish to amend and restate the Original Subsidiary Trademark Security Agreement in the form of this Agreement and that this Agreement not constitute a novation thereof;

AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Grant of Security Interest

a. As security for the prompt and complete payment and performance in full of all the Obligations, each Assignor hereby confirms its pledge and grant to the Assignee for the benefit of itself and the Secured Parties pursuant to the Original Subsidiary Trademark Security Agreement, and hereby assigns, pledges and transfers to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, and grants to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on all of each Assignor's respective right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located, and all Proceeds, products, accessions, additions, substitutions or replacements in respect thereof. It is understood and agreed that the security interest hereunder is not intended to presently convey or assign any Assignor's title in or to the Trademarks.

b. For purposes of this Agreement, "Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule A hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and proceeds of the foregoing including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit.

c. Schedule A hereto contains a true and accurate list of all of each Assignor's U.S. Trademark registrations and applications.

d. The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Subsidiary Security Agreement. The rights and remedies of the Assignee with respect to the security

AMENDED AND RESTATED SBFG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

interest granted hereby are in addition to those set forth in the Subsidiary Security Agreement and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement or the Subsidiary Security Agreement or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement. Each Assignor authorizes the Assignee, upon notice to such Assignor, to modify this Agreement in the name of and on behalf of such Assignor without obtaining such Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by such Assignor. Each Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time to subject any such right, title or interest in any owned or subsequently acquired Trademark to the liens and perfection created or contemplated hereby or by the Subsidiary Security Agreement.

3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full and the Revolving Loan Commitments and all Letters of Credit shall have expired or been terminated, this Agreement shall terminate, and the Assignee, at the request and sole expense of the Assignors, will execute and deliver to the Assignors the proper instruments acknowledging termination of this Agreement, and will duly assign, transfer and deliver to the Assignors, without recourse, representation or warranty of any kind whatsoever, such of the Trademarks as have not theretofore been disposed of, applied or released.

4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE).**

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignors, the Assignee, the Secured Parties, all future holders of the Obligations and each of their respective successors and assigns, except that the Assignors may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Assignee.

AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

6. Waiver and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10 of the Credit Agreement and as contemplated by Section 2 above, and any such waiver shall apply only with respect to the particular subject of such waiver and only for the time specified in such waiver.


7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

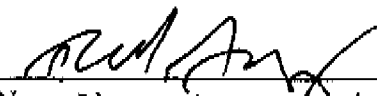
SANTA BARBARA RESTAURANT
GROUP, INC.

By: 
Name: Theodore Abajian
Title: Executive Vice President

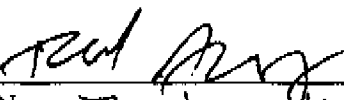
LA SALSA, INC.

By: 
Name: Theodora Abajian
Title: Executive Vice President

TIMBER LODGE STEAKHOUSE, INC.


By: 
Name: Theodore Abajian
Title: Executive Vice President

GB FRANCHISE, INC.

By: 
Name: Theodore Abajian
Title: Executive Vice President

SBRG AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

BNP PARIBAS,
as Agent

By: 
Name: Clark C. King III
Title: Managing Director

By: 
Name: MICHAEL C. COLIAS
Title: VICE PRESIDENT

AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF SANTA)
BARBARA

On November 6, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared TED ROSSIGNOL, the person who executed the within instrument on behalf of La Salsa, Inc., and acknowledged to me such person's authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public

My Commission Expires:
9/16/05

AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF ~~CALIFORNIA~~)
) ss:
COUNTY OF ~~SANTA~~)
 ~~BARBARA~~

On November 1, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared TED PRASIA, the person who executed the within instrument on behalf of Santa Barbara Restaurant Group, Inc., and acknowledged to me such person's authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



D. Sorich
Notary Public

My Commission Expires:

9/16/05

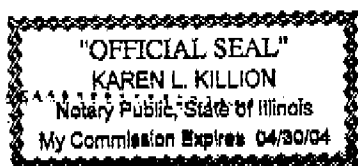
SBRG AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF Illinois)
)
COUNTY OF Cook) SS:

On November 5th, 2003, before me, the under-
signed, a notary public in and for said state and county, personally appeared Clark C.
King III and Michael Colias, the persons who executed the within
instrument on behalf of BNP Paribas, and acknowledged to me their authority to
execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Karen L. Killion
Notary Public

My Commission Expires:

April 30, 2004




Schedule A to SBRG Subsidiary Trademark Security Agreement

Trademark Registrations and Applications

Please see attached.





LA SALSA, INC.
TRADEMARK STATUS REPORT

Updated November 17, 2003

Transferred To/From/By?	Mark	Class(es)	Country	Application No. Filing Date	Registration No. Registration Date	Status
LASINC.077T		43	US	78/251,139 05/16/03		PENDING
Yes LASINC.040T		43	US	78/119,673 04/04/02		PENDING; Statement of Use or Extension Request due 03/16/04
Yes LASINC.039T		42	US	78/064,214 05/17/01	2,565,424 04/30/02	REGISTERED, Section 8&15 due 04/30/08

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Knobbe Martens Olson & Bear LLP
 Intellectual Property Law
 3000 Central Expressway, Suite 200
 San Jose, CA 95128

Transferred To KEMOB?	Mark	Class(es)	Country	Application No./ Filing Date	Registration No./ Registraton Date	Status
Yes LASINC.038T		42	US	75/904,563 01/26/00	2,484,633 09/04/01	REGISTERED, Section 8&15 due 09/04/07
No		14, 16, 41 and 42	US	75/409,381 12/22/97	2,205,508 11/24/98	REGISTERED, Section 8&15 due 11/24/04
Yes LASINC.023T		42	US	74/704,220 07/21/95	2,009,794 10/22/96	REGISTERED, Renewal due 10/22/06
Yes LASINC.022T		42	US	74/645,397 03/13/95	1,990,023 08/06/96	ABANDONED

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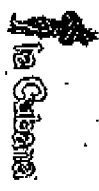

Knobbe Martens Olson & Bear LLP
Intellectual Property Law
Attorneys at Law

Transferred To KMOB?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
Yes LASINC.015T		42	US	74/073,140 06/27/90	1,645,652 05/21/91	CANCELLED as of 06/02/02
Yes LASINC.014T		32	US	73/724,933 04/21/88	1,522,842 01/31/89	REGISTERED, Renewal due 01/31/09
Yes LASINC.012T		42	US	73/723,816 04/21/88	1,517,380 12/20/88	CANCELLED as of 07/18/95

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Knobbe Martens Osson & Bear LLP
Attorneys at Law

Transferred To KMOP?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
No		30	US	73/691,080 10/22/87	1,527,205 02/28/89	REGISTERED; Renewal due 02/28/09
No		30	US	73/691,067 10/22/87	1,527,204 02/28/89	REGISTERED; Renewal due 02/28/09
No		30	US	73/691,066 10/22/87	1,527,203 02/28/89	REGISTERED; Renewal due 02/28/09
Yes LASINC.011T		42	US	73/586,557 03/06/86	1,417,032 11/11/86	REGISTERED; Renewal due 11/11/06

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Jonathan Hartzels Olson & Bear LLP
 Intellectual Property Law
 10000 Park Center Drive, Suite 2000
 Dallas, Texas 75244

Transferred To KAM/DB?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
Yes LASINC.010T		32	US	73/512,771 12/10/84	1,381,705 02/04/86	CANCELLED as of 11/17/92
Yes LASINC.004T		42	US	73/128,488 05/31/77	1,087,880 03/21/78	CANCELLED as of 09/04/84
Yes LASINC.030T	ALWAYS FRESH...ALWAYS FUN!	42	US	75/023,494 11/24/95	2,278,606 09/21/99	REGISTERED; Section 8&15 due 09/21/05
Yes LASINC.020T	AN AUTHENTIC INVITATION	42	US	74/260,184 09/03/91	1,743,734 12/29/92	CANCELLED as of 08/17/99
No	BISTRO GOURMET	30	US	73/691,124 10/22/87	1,524,725 02/14/89	REGISTERED; Renewal due 02/14/09

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Winette Harvins Olson & Berg LLP
Intellectual Property Law
1000 Bank Building, Suite 2000, Minneapolis, MN 55402

Transferred To KAMOR?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
Yes	CALIFORNIAN "VEGGIE"	30	US	74/714,379 08/11/95	2,074,620 06/24/97	REGISTERED; Section 8&15 due 12/24/03
Yes	ENJOY THE PASSION!	42	US	74/329,348 11/09/92	1,784,616 07/27/93	CANCELLED as of 08/15/00
Yes	FRESH MEXICAN GRILL	42	US	76/218,078 03/01/01		PENDING; This application has been opposed
Yes	FRESH MEXICAN GRILL	42	US	74/586,109 10/17/94	2,190,028 09/15/98	REGISTERED; Section 8&15 due 09/15/04
Yes	LA SALSAS	42	US	73/128,508 05/13/77	1,083,001 01/17/78	CANCELLED as of 06/12/84
Yes	LA SALSAS	42	US	73/207,902 03/19/79	1,257,963 11/15/83	REGISTERED; Renewal due 11/15/13
Yes	LA SALSAS	42	Austria	532296 10/08/96	167053 11/12/96	REGISTERED; Renewal due 11/12/06

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Reuben Markens Esq. A Bear LLP
Attorneys at Law
1000

Transferred To KIMOR?	Mark	Class(es)	Country	Application No./ Filing Date	Registration No./ Registration Date	Status
Yes	LA SALSA	42	Australia	656396 03/23/95	656396 10/21/96	REGISTERED; Renewal due 03/23/05
LASINC.005WAU						
Yes	LA SALSA	Local Class 39	Bahamas	19038 11/22/96	19038 01/06/03	REGISTERED; Renewal due 11/22/10
LASINC.005WBS						
Yes	LA SALSA	42	Belarus	880001 10/08/96	601176 08/01/97	REGISTERED; Renewal due 10/08/06
LASINC.005WBX						
LASINC.005WCA	LA SALSA	16, 21 & 42	Canada	061136600 07/19/88	399492 06/26/92	REGISTERED; Renewal due 06/26/07
Yes	LA SALSA	42	Switzer- land	19967234 10/04/96	439660 10/04/96	REGISTERED; Renewal due 10/04/06
LASINC.005WCH						
Yes	LA SALSA	42	Germany	39647836.0 11/04/96	39647836 04/04/1997	REGISTERED; Renewal due 11/04/06
LASINC.005WDE						
Yes	LA SALSA	42	Spain	205101SM2 10/08/96	205101SM2 03/05/97	REGISTERED; Renewal due 10/08/06
LASINC.005WES						

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Kirkbo Harbours Essen & Beer LP
Understand Property Law
 Understand Business Transactions
 Understand Intellectual Property Law

Transferred To KMGB?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
LASINC.005WFR Yes	LA SALSAS	42	France	96643940 10/01/96	96643940 03/14/97	REGISTERED; Renewal due 10/01/06
LASINC.005WGB Yes	LA SALSAS	42	United Kingdom	2111607 10/02/96	2111607 10/02/96	REGISTERED; Renewal due 10/02/06
LASINC.005WTT Yes	LA SALSAS	42	Italy	1020996 11/21/99	765820 12/30/99	REGISTERED; Renewal due 11/21/06
LASINC.005WJP Yes	LA SALSAS	42	Japan	H07-035034 04/07/95	4063566 10/03/97	REGISTERED; Renewal due 10/03/07
LASINC.005WPT Yes	LA SALSAS	42	Portugal	319515 10/02/96	319515 06/16/97	REGISTERED; Renewal due 06/16/07
LASINC.005WPR Yes	LA SALSAS	42	Puerto Rico		38344 07/31/97	REGISTERED; Renewal due 05/03/06
LASINC.006WJP Yes	LA SALSAS	National Class 19	Japan	S63-084171 07/21/88	2269547 09/21/90	REGISTERED; Renewal due 09/21/10

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Reichle Martens Dixon & Hoag LLP
Attorneys at Law

Transferred To KAMOB?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
LASINC.007WJP Yes	LA SALSA	30 & 32	Japan	563-084172 07/21/88	2276702 10/31/99	REGISTERED, Renewal due 10/31/10
Yes	LA SALSA	42	US	73/490,795 07/20/84	1,331,404 04/16/85	REGISTERED, Renewal due 04/16/05
LASINC.008T						
Yes	LA SALSA	32	US	73/723,816 04/21/88	1,517,380 12/20/88	REGISTERED, Renewal due 12/20/08
LASINC.013T						
Yes	LA SALSA - FRESH MEXICAN GRILL	42	US	74/424,105 08/11/93	2,025,808 12/24/96	REGISTERED, Section 8&15 due 12/24/06
LASINC.024T						
Yes	LA SALSA FRESH MEXICAN GRILL	42	US	75/248,327 02/26/97	2,142,545 03/10/98	REGISTERED, Section 8&15 due 03/10/04
LASINC.026T						
LASINC.026WUA	LA SALSA FRESH MEXICAN GRILL	43	Ukraine	09/29/03		PENDING
LASINC.026WRU	LA SALSA FRESH MEXICAN GRILL	43	Russian Federation	2003/18797 9/29/03		PENDING
Yes	LA SALSA	42	US	75/155,583 08/26/96	2,151,398 04/14/98	REGISTERED, Section 8&15 due 04/14/04
LASINC.027T						

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 3000 Central Expressway, Suite 200
 San Jose, CA 95128

Transferred To/From?	Mark	Class(es)	Country	Application No. Filing Date	Registration No. Registration Date	Status
LASINC.027WUA	LA SALSA	43	Ukraine	09/29/03		PENDING
LASINC.027WRU	LA SALSA	43	Russian Federation	2003718798 9/29/03		PENDING
Yes LASINC.032SCA	LA SALSA	42	California		7826 03/21/79	EXPIRED
Yes LASINC.031T	MARGARITAS BY THE YARD	42	US	75/514,634 07/07/98	2,405,107 11/21/00	REGISTERED; Section 8&15 due 11/21/06
Yes LASINC.019T	QUE HUEVOS THE MEXICAN POWER BREAKFAST	42	US	74/227,337 12/05/91	1,735,499 11/24/92	CANCELLED as of 07/13/99
Yes LASINC.017T	THE BOX	42	US	74/060,281 05/16/90	1,678,143 03/03/92	CANCELLED as of 10/20/98
Yes LASINC.029T	THE ORIGINAL GOURMET BURRITO	30	US	75/294,061 05/19/97	2,230,016 03/09/99	REGISTERED; Section 8&15 due 03/09/05
Yes LASINC.016T	THE ORIGINAL GOURMET BURRITO	30	US	74/076,769 07/09/90	1,652,067 07/23/91	CANCELLED per prior counsel

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Transferred To KMOOB?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
Yes LASINC.009T	THE TRADITION CONTINUES	42	US	73/520,388 02/04/85	1,352,247 07/30/85	REGISTERED; Renewal due 07/30/05
Yes LASINC.018T	WE DO NOT OWN A CAN OPENER	42	US	74/262,107 04/03/92	1,733,866 11/17/92	CANCELLED as of 07/06/99

DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for La Salsa, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for La Salsa, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.



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Knobbe Martens Olson & Bear LLP
 Intellectual Property Law
 3000 Central Expressway, Suite 200
 San Jose, CA 95128

SANTA BARBARA RESTAURANT GROUP
TRADEMARK STATUS REPORT

Updated November 17, 2003

Transferred to KMOH?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
No		29 & 30	US	74/380,991 04/19/93	2,042,148 03/04/97	REGISTERED; Renewal due 03/04/07
Yes GREENB,006WKR		43	Korea	56-2003-4122 11/09/91	51-2003-434 04/02/93	REGISTERED; Renewal due 04/02/13

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Yonhjo Heavens Olson & Bean LLP
Intellectual Property Law
Registered Office: 1000 15th Street, Suite 1000, San Francisco, CA 94102

Transferred To KNIOB?	Mark	Class(es)	Country	Application No. / Filing Date	Registration No. / Registration Date	Status
Yes		42	US	74/165,474 05/10/91	1,689,454 05/26/92	REGISTERED; Renewal due 05/26/12
Yes		43	US	78/154,779 08/15/02		PENDING; Published for opposition on 09/30/03
Yes		43	US	78/154,781 08/15/02		PENDING; Statement of Use or Extension Request due 03/02/04
Yes	2 GREAT TASTES - ONE GREAT PLACE	35 & 42	US	74/614,093 12/22/94	2,100,622 09/30/97	ABANDONED
No	2 GREAT TASTES, 1 GREAT PLACE	42	US	74/615,919 12/23/94	2,177,711 08/04/98	REGISTERED; Section 8&15 due 08/04/04

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Transferred To-KMOB?	Mark	Classes	Country	Application No./ Filing Date	Registration No./ Registration Date	Status
Yes	BIG HD BURRITO	30	US	74/108,931 10/22/90	1,707,040 08/11/92	REGISTERED; Renewal due 08/11/12
Yes	GREEN BURRITO	42	US	73/752,098 09/14/88	1,580,709 01/30/90	CANCELLED
Yes	GREEN BURRITO	28, 29, 30 & 42	France	93/491704 11/10/93	93491704 11/10/93	REGISTERED; Renewal due 11/09/13
Yes	THE BEST PLACE TO BE ... IS IN TWO PLACES AT ONCE	42	US	75/096,230 04/29/96	2,094,526 09/09/97	REGISTERED; Section 8&15 due 03/09/04
Yes	THE GREEN BURRITO	29 & 42	California	N/A N/A	26807 03/18/86	EXPIRED
Yes	THE ORIGINAL GRILL GREEN BURRITO	42	US	78/024,790 09/07/00		ABANDONED
No	TWO GREAT TASTES. ONE GREAT PLACE	42	US	74/570,627 09/07/94	2,058,561 05/06/97	REGISTERED; Section 8&15 due 05/06/03

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To the best of our knowledge, the information contained in this Status Report for Santa Barbara Restaurants Group prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Santa Barbara Restaurants Group is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

DISCLAIMER

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Knobbe Martens Olson & Bear LLP

Notwithstanding to whom rendered, this communication is intended only for the individual named.



Knobbe Martens Olson & Bear LLP

CARL KARCHER ENTERPRISES, INC.



STATUS REPORT OF ABANDONED FOREIGN TRADEMARKS

Updated: November 19, 2003

Country	File	Mark	Class(es)	Appl. No. Appl. Date	Regis. No. Regis. Date	Status
Canada	CKEBOI.C68	SUNRISB SANDWICH	No class system	536230 02/08/85	351,411 02/10/89	Registered; Received instructions not to renew.
Canada	CKEBOI.C49	SUPER STAR	No class system	536229 02/08/85	382,160 03/29/91	Registered; Received instructions not to renew.
Canada	CKEBOI.C18	CKE FOODS	No class system	536224 02/08/85	318,480 09/12/86	Registered; Received instructions not to renew.
Japan	GREENB.006WJP		32	116658/1991 11/09/91	2655605 04/28/94	Registered; Received instructions not to renew.
Sweden	CKEBOI.015WSE		29	90/5777 06/19/90	232378 04/10/92	Registered; Received instructions not to renew.

Country	File	Mark	Class(es)	Appl. No. Appl. Date	Regis. No. Regis. Date	Status
Sweden	CKBOI014WSE	CARL S JR.	29 & 30	90/5776 06/19/90	245791 01/22/93	Registered; Received instructions not to renew.

DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for Carl Karcher Enterprises, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Carl Karcher Enterprises, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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11/3/03

TRADEMARK STATUS REPORT FOR TIMBER LODGE STEAKHOUSE, INC.

Trademark Registrations and Applications

Docket Number	Status	Country	Application No.	App. Date	Reg. Number
10276.0007USTA	Unfiled	United States			
Mark: CANCELLATION				Class:	
10276.0008CA01	Pending	Canada	836598	02/14/1997	
Mark: TIMBER LODGE STEAKHOUSE				Class:	
10276.0008US01	Registered	United States	74/634004	02/14/1995	2077887
Mark: TIMBER LODGE STEAKHOUSE				Class: 42 42	
10276.0009US01	Registered	United States	75/026998	12/04/1995	2118809
Mark: THE LODGE IN THE HEART OF THE CITY				Class: 42 42	
10276.0010US01	Registered	United States	75/140352	07/26/1996	2108648
Mark: GENUINE TIMBER LODGE LAGER PREMIUM (AND DESIGN)				Class: 32	

Domain Names

Domain Name	Registered	Expires	Status
Timberlodge.net	5/4/99	5/4/04	Registered
Timberlodgesteak.com	3/23/00	3/23/04	Registered

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RECORDED: 04/19/2004

TRADEMARK
REEL: 002834 FRAME: 0883