



**CONTINUATION OF SECTION 4  
OF TRADEMARK RECORDATION FORM COVER SHEET**

**SCHEDULE A**

**Trademarks and Trademark Registrations**

<b>Registrations and Application - United States Patent and Trademark Office</b>			
<b>Company Name</b>	<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Charlie Brown's Mark Corp.	CHARLIE BROWN'S (and Design)	907,691	2/9/71
	100 PROOF (and Design)	1,273,137	4/3/84
	THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and Design)	1,298,183	9/25/84
	THE OFFICE BEER BAR & GRILL (and Design)	2,050,785	4/18/97
	CHARLEY BROWN'S (and Design)	907,698	2/9/71
	JOLLY TROLLEY	76/542,881	9/5/03
	BURGER PALOOZA	2,896,878	10/26/04
	HANDSHAKE CLUB (and Design)	2,909,887	12/14/04

**TRADEMARK COLLATERAL SECURITY  
AND PLEDGE AGREEMENT**

**TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of March 7, 2005, by and among **CHARLIE BROWN'S MARK CORP.**, a Delaware corporation and any other party from time to time joining this Agreement as an assignor hereunder (collectively, the "Assignors") and **BANK OF AMERICA, N.A.**, a national banking association with a place of business at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Credit Agreement dated as of even date herewith (as amended, modified, supplemented or restated, and in effect from time to time, the "Credit Agreement"), among (a) Charlie Acquisition Corp., as the initial Borrower, (b) Charlie Brown's Acquisition Corp. and Charlie Brown's, Inc., as the subsequent Borrowers, (c) the Administrative Agent, (d) the Lenders, (e) Merrill Lynch Business Financial Services, as Co-Syndication Agent, and (f) Wells Fargo Bank, N.A., as Co-Syndication Agent.

**WHEREAS**, it is a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrowers under the Credit Agreement that each Assignor that is a Subsidiary executes and delivers to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a subsidiary guaranty;

**WHEREAS**, it is a condition precedent to the Lenders' agreeing to make any Loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Assignors execute and deliver to the Administrative Agent for the benefit of the Lenders and the Administrative Agent, a trademark collateral security and pledge agreement in substantially the form hereof;

**WHEREAS**, the Assignors have executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignors have granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, this Trademark Agreement is supplemental to the provisions contained in the Security Agreements;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreements. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of any of the Assignors and their business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignors' right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignors that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any of the Assignors, or subject to its demand for possession or control, related to the production, delivery, provision and sale by any of the Assignors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any of the Assignors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignors, their

affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any of the Assignors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignors pursuant to any and all past, present and future franchising or licensing agreements in favor of any of the Assignors, or to which any of the Assignors is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignors or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any of the Assignors is a party.

Trademark Registrations. All present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignors or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignors or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any of the Assignors or are now owned, held or used by the Assignors, in the Assignors' businesses, or with the Assignors' products and services, or in which the Assignors have any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignors in the Assignors' businesses or with the Assignors' products and services, or in which the Assignors in the future acquire any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignors or their business or for the direct or indirect benefit of the Assignors or their business, including all such uses by the Assignors themselves, by any of the affiliates of the Assignors, or by any franchisee, licensee or contractor of the Assignors.

Unless otherwise provided herein, the rules of interpretation set forth in Article I of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

2.1 Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each of the Assignors hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each of the Assignors has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each of the Assignors hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance

of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreements.

2.2 Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each of the Assignors grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition (in connection with the exercise of remedies by the Administrative Agent pursuant to §8 hereof) of or foreclosure upon the Collateral pursuant to the Security Agreements and applicable law (including the transfer or other disposition of the Collateral by the Assignors to the Administrative Agent or its nominee in lieu of foreclosure).

2.2A. Excluded Collateral. Notwithstanding the foregoing provisions of this §2, such grant of security interest and conditional assignment shall not extend to, and the term "Pledged Trademarks" shall not include, any rights which are now or hereafter held by any of the Assignors as licensee, or otherwise, to the extent that (i) such rights are not assignable or capable of being encumbered as a matter of law or under the terms of the license, or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest and conditional assignment shall extend to, and the term "Pledged Trademarks" shall include, (A) any and all proceeds of such rights to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor's, or other applicable party's consent with respect to any such otherwise excluded rights being obtained, thereafter such rights as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and conditional assignment and the term "Pledged Trademarks".

2.3 Supplemental to Security Agreements. Pursuant to the Security Agreements each of the Assignors has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreements, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreements, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreements and

this Trademark Agreement, the attachment and perfection of such security interest under the applicable Uniform Commercial Code (the "Uniform Commercial Code") (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreements, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreements and shall not be in derogation thereof.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each of the Assignors represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all federally registered Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) except as provided in §5.17 of the Credit Agreement, the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable except as would not have a Material Adverse Effect; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights which would have a Material Adverse Effect; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person which would have a Material Adverse Effect, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others which would have a Material Adverse Effect; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the owned Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreements and this Trademark Agreement, and other than those which would not have a Material Adverse Effect; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has taken and will take reasonable efforts to cause all of its arrangements with its present and future employees, agents, consultants, licensors and licensees to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks except where the failure to do so would not have a Material Adverse Effect; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in the preparation and provision of the applicable food and other products and services sold or provided



under the Trademarks; (x) this Trademark Agreement, together with the Security Agreements, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignors, or (B) for the perfection of Administrative Agent's security interest granted hereunder or the exercise by the Administrative Agent of any of its rights and remedies hereunder. Notwithstanding anything to the contrary in this §3, with respect to Trademarks that are not material to the business of the Assignor or any other Loan Party, no Assignor shall be required to undertake any actions in connection with the perfection of security interests in any Trademarks, other than filings with the PTO and the filing of financing statement under the Uniform Commercial Code unless reasonably requested by the Administrative Agent.

#### **4. INSPECTION RIGHTS.**

Each of the Assignors hereby grants to each of the Administrative Agent and the Lenders and its employees and agents the right to visit the Assignors' restaurants, stores and facilities that prepare, manufacture, inspect or store products or provide food or beverage services sold under or with the use of any of the Trademarks, and to inspect the products, services and quality control records relating thereto at reasonable times and intervals during regular business hours of such Assignor on reasonable prior written notice, all as provided in §6.10(a) of the Credit Agreement.

#### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent and except for (a) licenses of the Pledged Trademarks in the ordinary course of the Assignors' businesses consistent with its past practices or (b) as otherwise permitted by the Credit Agreement, none of the Assignors will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the obligations of the Assignors under this Trademark Agreement or the Security Agreements.

#### **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

6.1 After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any of the Assignors shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Administrative Agent notice of any so

acquired Trademark Registrations in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2 Amendment to Schedule. Each of the Assignors authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

## 7. TRADEMARK PROSECUTION.

7.1 Assignors Responsible. Each of the Assignors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender, except those costs incurred as a result of the gross negligence or willful misconduct of the Administrative Agent or any Lender, in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

7.2 Assignors' Duties, etc. Except as otherwise provided in §6.06 of the Credit Agreement, each of the Assignors shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. Except as otherwise provided in §6.06 of the Credit Agreement and except if such is not necessary for the conduct of the Assignors' business as currently conducted, the Assignors shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

7.3 Assignors' Enforcement Rights. Each of the Assignors shall have the right and the duty to bring suit or other action in the Assignors' own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Any of the Assignors may require the Administrative Agent to join in such suit or action as necessary to assure the Assignors' ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is reasonably satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Assignors shall promptly, upon demand, reimburse and indemnify the

Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4 Protection of Trademarks, etc. In general, the Assignors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as, in the Assignors' reasonable business judgment, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks except as provided in §6.06 of the Credit Agreement or as otherwise permitted hereunder. The Assignors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks except as would not have a Material Adverse Effect.

7.5 Notification by Assignors. Promptly upon obtaining knowledge thereof, such Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## 8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreements and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreements. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agrees shall be reasonable notice of such public or

private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

#### **9. COLLATERAL PROTECTION.**

If any of the Assignors shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any of the Assignors shall be breached, the Administrative Agent, in its own name or that of the Assignors (in the sole discretion of the Administrative Agent), may at any time after the occurrence and during the continuance of an Event of Default (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

#### **10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each of the Assignors does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **11. FURTHER ASSURANCES.**

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such Agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using reasonable efforts to obtain consents of third parties), as the Administrative Agent may reasonably request or as

may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

#### **12. TERMINATION.**

Upon termination of the Aggregate Commitments and payment in full in cash of all Obligations (other than (i) contingent indemnification obligations, (ii) in respect of Letters of Credit that have expired, terminated or been cash collateralized, and (iii) in respect of Swap Contracts constituting Obligations that have been cash collateralized or for which other satisfactory arrangements have been made), this Trademark Collateral Security and Pledge Agreement and the security interests created hereby shall terminate and all rights to the remaining Collateral shall revert to the Assignors.

#### **13. RELEASE.**

The security interests created hereby shall terminate and be released with respect to any Collateral or any Assignor that is sold or to be sold as part of or in connection with any sale permitted under the Credit Agreement or under any other Loan Document. With respect to any termination as set forth in §§12 and 13 hereof, the Administrative Agent shall, upon the request of the Assignors and at their expense, execute and deliver to the Assignors such documents as the Assignors shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

#### **14. COURSE OF DEALING.**

No course of dealing between the Assignors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreements or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **15. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks pursuant to the terms hereof, or in defending or prosecuting any actions

or proceedings arising out of or related to the Pledged Trademarks pursuant to the terms hereof, shall be borne and paid by the Assignors promptly upon request by the Administrative Agent.

**16. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by each of the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**17. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING EACH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND EACH OF THE ASSIGNORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES, EXCEPT THOSE EXPENSES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ADMINISTRATIVE AGENT OR ANY LENDER.

**18. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in accordance with §10.02 of the Credit Agreement.

**19. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and each of the Assignors, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**20. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each of the Assignors and the Administrative Agent agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Assignor by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**21. WAIVER OF JURY TRIAL.**

**THE ASSIGNORS AND THE ADMINISTRATIVE AGENT WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

**22. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each of the Assignors and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreements, the provisions of the Credit Agreement or the Security Agreements, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid,

illegal or unenforceable term had not been included herein. Each of the Assignors acknowledges receipt of a copy of this Trademark Agreement.

**23. EFFECTIVENESS OF SIGNATURES.**

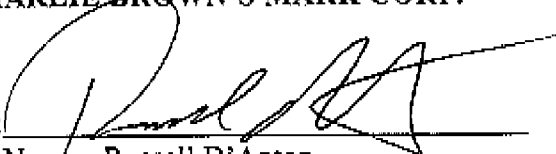
This Trademark Collateral Security and Pledge Agreement is subject to the provisions of Section 2.16 of the Credit Agreement.

*[Remainder of page intentionally left blank]*




IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

**CHARLIE BROWN'S MARK CORP.**

By:   
Name: Russell D'Anton  
Title: President & Secretary



**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Famisha U. Eason  
Title: Vice President

**SCHEDULE A**

**Trademarks and Trademark Registrations**

<b>Registrations and Application - United States Patent and Trademark Office</b>			
<b>Company Name</b>	<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Charlie Brown's Mark Corp.	CHARLIE BROWN'S (and Design)	907,691	2/9/71
	100 PROOF (and Design)	1,273,137	4/3/84
	THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and Design)	1,298,183	9/25/84
	THE OFFICE BEER BAR & GRILL (and Design)	2,050,785	4/18/97
	CHARLEY BROWN'S (and Design)	907,698	2/9/71
	JOLLY TROLLEY	76/542,881	9/5/03
	BURGER PALOOZA	2,896,878	10/26/04
	HANDSHAKE CLUB (and Design)	2,909,887	12/14/04

<b>Registrations - California State Trademark Office</b>			
<b>Company Name</b>	<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Charlie Brown's Mark Corp.	CHARLEY BROWN'S (and Design)	1158	3/17/71

**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

**WHEREAS**, [ \_\_\_\_ ], a [ \_\_\_\_ ] organized and existing under the laws of the State of [ \_\_\_\_ ], having a place of business at [ \_\_\_\_ ] (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

**WHEREAS**, [ \_\_\_\_ ], a [ \_\_\_\_ ] organized and existing under the laws of the State of [ \_\_\_\_ ], having a place of business at [ \_\_\_\_ ] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ASSIGNOR]

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

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ and that being duly authorized (s)he signed such instrument as a free act on behalf of said corporation.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires:

ANNEX

Trademarks and Trademark Registrations

<b>Registrations and Application - United States Patent and Trademark Office</b>			
<b>Company Name</b>	<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Charlie Brown's Mark Corp.	CHARLIE BROWN'S (and Design)	907,691	2/9/71
	100 PROOF (and Design)	1,273,137	4/3/84
	THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and Design)	1,298,183	9/25/84
	THE OFFICE BEER BAR & GRILL (and Design)	2,050,785	4/18/97
	CHARLEY BROWN'S (and Design)	907,698	2/9/71
	JOLLY TROLLEY	76/542,881	9/5/03
	BURGER PALOOZA	2,896,878	10/26/04
	HANDSHAKE CLUB (and Design)	2,909,887	12/14/04

<b>Registrations - California State Trademark Office</b>			
<b>Company Name</b>	<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Charlie Brown's Mark Corp.	CHARLEY BROWN'S (and Design)	1158	3/17/71