

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTG MANAGEMENT, INC.		08/22/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	1185 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2780488	AKOYA
Registration Number:	2936668	AWAY CAFE
Registration Number:	2593285	CIBO EXPRESS
Registration Number:	2772732	CIBO BISTRO & WINE BAR
Registration Number:	2790801	CIBO BISTRO & WINE BAR
Registration Number:	2873836	DEEP BLUE SUSHI
Registration Number:	3250507	JOEY'S NEW YORK PIZZA
Registration Number:	3069045	MEX AND THE CITY
Registration Number:	2956056	NEW YORK SPORTS GRILL
Registration Number:	2835145	NEWS BREAK
Registration Number:	3195101	NYSB NEW YORK SPORTS BAR
Registration Number:	3027350	NYSG NEW YORK SPORTS GRILL
Registration Number:	2908809	OTG MANAGEMENT
Registration Number:	3140373	SANDWICH DIPPERS

CH \$1190.00 2780488

Registration Number:	2837044	SHADES OF BLUE LOUNGE
Serial Number:	78485303	AERONUOVA
Serial Number:	77176146	AN OTG EXPERIENCE
Serial Number:	78894100	BENZINA
Serial Number:	78614441	BSG BOSTON SPORTS GRILL
Serial Number:	77131969	CANDYBAR
Serial Number:	77132950	COCOBAR
Serial Number:	77200066	DEEP BLUE ON THE FLY
Serial Number:	77145919	DINEUR
Serial Number:	78881502	DSG DETRIOT SPORTS GRILL
Serial Number:	77196488	EERO BAR
Serial Number:	78899372	FLUID
Serial Number:	77094271	HORIZON BAKERY CAFÉ
Serial Number:	77237260	ILOUNGE
Serial Number:	77161389	IMBIBE
Serial Number:	76544361	JETBAR
Serial Number:	78723884	JETWOK
Serial Number:	78877735	JFK PRIME
Serial Number:	77184409	JFK STEAK
Serial Number:	77179936	JSG JERSEY SPORTS GRILL
Serial Number:	77182295	LA VIE
Serial Number:	77085849	LOFT KITCHEN AND BAR
Serial Number:	77171651	LUCY'S ASIAN KITCHEN
Serial Number:	77102905	PASSYUNK AVE, PHILLY CHEESE STEAK
Serial Number:	77197880	PIQUILLO
Serial Number:	78864387	OSG OAKLAND SPORTS GRILL
Serial Number:	77172762	OTGI
Serial Number:	77172765	OTGINTERACTIVE
Serial Number:	77176141	REVOLUCIÓN
Serial Number:	78881497	SASG SAN ANTOINIO SPORTS GRILL
Serial Number:	77066573	SLIP MAHONEY'S BAR & GRILL
Serial Number:	78307016	WASABI JONES KITCHEN AND BAR
Serial Number:	78841246	WSG WASHINGTON SPORTS GRILL

CORRESPONDENCE DATA

TRADEMARK
REEL: 003623 FRAME: 0181

Fax Number: (212)592-1500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.592.1400
Email: rbroder@herrick.com
Correspondent Name: Robert S. Broder
Address Line 1: 2 Park Avenue
Address Line 2: Herrick, Feinstein LLP
Address Line 4: New York, NEW YORK 10016-9301

ATTORNEY DOCKET NUMBER:	0604-0130
NAME OF SUBMITTER:	Robert S. Broder
Signature:	/bw/
Date:	09/18/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2007, made by OTG MANAGEMENT, INC., a Pennsylvania corporation (the "Pledgor"), in favor of BANK OF AMERICA, N.A. (the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by the Pledgor, OTG Consolidated Holdings, Inc., a Pennsylvania corporation ("OTG Holdings") and together with the Pledgor, the "Borrowers"), and the Subsidiaries of each of the Pledgor and OTG Holdings party thereto from time to time in favor of the Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), made by and among the Borrowers and the Secured Party, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the due and punctual payment and performance of any and all of the present and future Secured Obligations, the Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and the termination of the Security Agreement, the Secured Party shall execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS EXCEPT AS SET FORTH IN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

OTG MANAGEMENT, INC.

By: 

Name: Eric J. Blatstein


Title: President and Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 003623 FRAME: 0185

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Secured Party

By: 
Name: Richard Williams
Title: Senior Credit Products Officer

[Signature Page to the Trademark Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
OTG Management, Inc.	2,780,488	AKOYA
OTG Management, Inc.	2,936,668	AWAY CAFE
OTG Management, Inc.	2,593,285	CIBO EXPRESS
OTG Management, Inc.	2,772,732	CIBO BISTRO & WINE BAR
OTG Management, Inc.	2,790,801	CIBO BISTRO & WINE BAR (and Design)
OTG Management, Inc.	2,873,836	DEEP BLUE SUSHI
OTG Management, Inc.	3,250,507	JOEY'S NEW YORK PIZZA (and Design)
OTG Management, Inc.	3,069,045	MEX AND THE CITY
OTG Management, Inc.	2,956,056	NEW YORK SPORTS GRILL
OTG Management, Inc.	2,835,145	NEWS BREAK
OTG Management, Inc.	3,195,101	NYSB NEW YORK SPORTS BAR (and Design)
OTG Management, Inc.	3,027,350	NYSB NEW YORK SPORTS GRILL (and Design)
OTG Management, Inc.	2,908,809	OTG MANAGEMENT
OTG Management, Inc.	3,140,373	SANDWICH DIPPERS
OTG Management, Inc.	2,837,044	SHADES OF BLUE LOUNGE

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
OTG Management, Inc.	78-485303	AERONUOVA
OTG Management, Inc.	77-176146	AN OTG EXPERIENCE
OTG Management, Inc.	78-894100	BENZINA
OTG Management, Inc.	78-614441	BSG BOSTON SPORTS GRILL (and Design)
OTG Management, Inc.	77-131969	CANDYBAR
OTG Management, Inc.	77-132950	COCOBAR
OTG Management, Inc.	77-200066	DEEP BLUE ON THE FLY
OTG Management, Inc.	77-145919	DINEUR
OTG Management, Inc.	78-881502	DSG DETRIOT SPORTS GRILL (and Design)
OTG Management, Inc.	77-196488	EERO BAR
OTG Management, Inc.	78-899372	FLUID
OTG Management, Inc.	77-094271	HORIZON BAKERY CAFÉ
OTG Management, Inc.	77-237260	ILOUNGE
OTG Management, Inc.	77-161389	IMBIBE
OTG Management, Inc.	76-544361	JETBAR
OTG Management, Inc.	78-723884	JETWOK
OTG Management, Inc.	78-877735	JFK PRIME
OTG Management, Inc.	77-184409	JFK STEAK
OTG Management, Inc.	77-179936	JSG JERSEY SPORTS GRILL (and Design)
OTG Management, Inc.	77-182295	LA VIE
OTG Management, Inc.	77-085849	LOFT KITCHEN AND BAR

OTG Management, Inc. 77-171651
OTG Management, Inc. 77-102905
OTG Management, Inc. 77-197880
OTG Management, Inc. 78-864387
OTG Management, Inc. 77-172762
OTG Management, Inc. 77-172765
OTG Management, Inc. 77-176141
OTG Management, Inc. 78-881497
OTG Management, Inc. 77-066573
OTG Management, Inc. 78-307016
OTG Management, Inc. 78-841246

LUCY'S ASIAN KITCHEN
PASSYUNK AVE, PHILLY CHEESE STEAK
PIQUILLO
OSG OAKLAND SPORTS GRILL (and Design)
OTGI
OTGINTERACTIVE
REVOLUCIÓN
SASG SAN ANTONIO SPORTS GRILL (and Design)
SLIP MAHONEY'S BAR & GRILL
WASABI JONES KITCHEN AND BAR
WSG WASHINGTON SPORTS GRILL (and Design)

OTHER TRADEMARKS:

Registrations:

None.

Applications:

None.