

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment and Assignment of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance, LLC, as Collateral Agent		03/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Collateral Agent
<b>Street Address:</b>	500 W Monroe
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	3831346	HOOTERS
Registration Number:	3729946	HOOTERS SNOW ANGELS
Registration Number:	3695572	WINGSDAY
Registration Number:	3590149	HOOTERS
Registration Number:	3484848	HOOTERS
Registration Number:	3488547	THE CURE FOR THE COMMON RESTAURANT
Registration Number:	3473389	HOOTERS
Registration Number:	3619915	HOOTERS GEAR
Registration Number:	3545791	HOOTERS
Registration Number:	3568638	HOOTERS
Registration Number:	3436565	HOOTERS CARD
Registration Number:	3160580	HOOTERS
Registration Number:	3276596	YOUR MONEY NEVER LOOKED SO GOOD
Registration Number:	3276597	DELIGHTFULLY REWARDING... ..YET CONVENIENT

**TRADEMARK**

**900186974**

**REEL: 004501 FRAME: 0583**

**CH \$765.00 3831346**

Registration Number:	3043735	HOOTERS
Registration Number:	3043736	HOOTERS
Registration Number:	2944603	HOOTERS AIR
Registration Number:	3107195	BAYOU BASKETBALL BASH
Registration Number:	2736549	THE SOON TO BE RELATIVELY FAMOUS
Registration Number:	3121117	DELIGHTFULLY TACKY, YET UNREFINED
Registration Number:	1787576	HOOTERS
Registration Number:	1653233	HOOTERS
Registration Number:	1652377	HOOTERS
Registration Number:	1659704	HOOTERS
Registration Number:	1557380	HOOTERS
Registration Number:	1602377	HOOTERS
Registration Number:	1534320	HOOTERS
Registration Number:	1590973	HOOTERS
Registration Number:	1320029	HOOTERS
Registration Number:	3872085	3 MILE ISLAND

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342930-11
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	03/21/2011

**Total Attachments: 26**

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**TRADEMARK**

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## AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of March 21, 2011 (this "Amendment"), is made by and among Jefferies Finance, LLC, as resigning Collateral Agent (in such capacity, "Existing Agent"), General Electric Capital Corporation, as the successor Collateral Agent (in such capacity, "Successor Agent"), HOA Restaurant Group, LLC, a Delaware limited liability company ("Borrower") and HI Limited Partnership, a Florida limited partnership ("HI Limited"; HI Limited and Borrower, collectively, the "Pledgors").

### RECITALS

WHEREAS, the Pledgors executed that certain Trademark Security Agreement dated as of January 24, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Jefferies Finance, LLC, as Collateral Agent under the Credit Agreement, which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 24, 2011 at Reel 004459, Frame 0423;

WHEREAS, pursuant to the Trademark Security Agreement, each of the Pledgors granted to Jefferies Finance, LLC, as Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to, among other things, all of Pledgors' rights, title and interest in and to the Trademark Collateral, including the registered trademarks and trademark applications listed on Attachment 1 hereto;

WHEREAS, pursuant to that certain Resignation, Waiver, Consent and Appointment Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agency Transfer Agreement") by and among Borrower, Existing Agent, Successor Agent, the Secured Parties party thereto, and the Subsidiary Guarantors, Existing Agent has, among other things, assigned to Successor Agent (such assignment, the "Agency Transfer") all of its rights, remedies, duties, interests and obligations as Collateral Agent under the Credit Agreement and the other Loan Documents including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Existing Agent was granted liens on and security interests in any real or personal property of Pledgors;

WHEREAS, Successor Agent has agreed to accept such assignment from Existing Agent pursuant to the Agency Transfer Agreement; and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Security Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing in any filing office where the Trademark Security Agreement was filed the Agency Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgors, Existing Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

2. Amendment of Trademark Security Agreement. The Trademark Security Agreement is hereby amended such that General Electric Capital Corporation, as the successor Collateral Agent under the Credit Agreement, shall replace Existing Agent as "Collateral Agent" under the Trademark Security Agreement. All references to "Collateral Agent" in the Trademark Security Agreement shall hereafter refer to General Electric Capital Corporation, as Collateral Agent under the Credit Agreement.

3. Assignment. In connection with the Agency Transfer, Existing Agent does hereby assign and transfer all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder, to Successor Agent. Successor Agent hereby accepts such assignment and assumes all obligations of Existing Agent under the Trademark Security Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of the Pledgors under the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of the Pledgors under the Trademark Security Agreement shall be and remain enforceable by Successor Agent, or by its successors and assigns, against the Pledgors.

4. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

5. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE

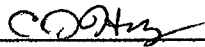
SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

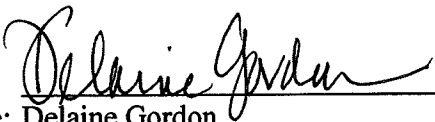
JEFFERIES FINANCE, LLC,  
as Existing Agent

By:   
Name: E.J. Hess  
Title: Managing Director

Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0589

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Successor Agent

By:   
Name: Delaine Gordon  
Title: Duly Authorized Signatory



HOA RESTAURANT GROUP, LLC

By:                     Z                      
Name: Tenno Tsai  
Title: Secretary and Vice President

HI LIMITED PARTNERSHIP,  
a Florida limited partnership

By: Hooters Enterprises, LLC, its general partner  
By: Hooters of America, LLC, its sole member and manager

By:                     Z                      
Name: Tenno Tsai  
Title: Authorized Signatory






ATTACHMENT 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

United States

OWNER	REGISTRATION NUMBER	TITLE
HI Limited Partnership	3831346	HOOTERS
HI Limited Partnership	3729946	HOOTERS SNOW ANGELS
HI Limited Partnership	3695572	WINGSDAY
HI Limited Partnership	3590149	HOOTERS
HI Limited Partnership	3484848	
HI Limited Partnership	3488547	THE CURE FOR THE COMMON RESTAURANT
HI Limited Partnership	3473389	HOOTERS
HI Limited Partnership	3619915	HOOTERS GEAR
HI Limited Partnership	3545791	HOOTERS
HI Limited Partnership	3568638	HOOTERS
HI Limited Partnership	3436565	
HI Limited Partnership	3160580	HOOTERS
HI Limited Partnership	3276596	YOUR MONEY NEVER LOOKED SO GOOD
HI Limited Partnership	3276597	DELIGHTFULLY REWARDING YET CONVENIENT
HI Limited Partnership	3043735	HOOTERS
HI Limited Partnership	3043736	HOOTERS
HI Limited Partnership	2944603	HOOTERS AIR
HI Limited Partnership	3107195	BAYOU BASKETBALL BASH
HI Limited Partnership	2736549	THE SOON TO BE RELATIVELY FAMOUS
HI Limited Partnership	3121117	DELIGHTFULLY TACKY, YET UNREFINED








OWNER	REGISTRATION NUMBER	TITLE
HI Limited Partnership	1787576	
HI Limited Partnership	1653233	HOOTERS
HI Limited Partnership	1652377	
HI Limited Partnership	1659704	HOOTERS
HI Limited Partnership	1557380	HOOTERS
HI Limited Partnership	1602377	
HI Limited Partnership	1534320	
HI Limited Partnership	1590973	HOOTERS
HI Limited Partnership	1320029	
HI Limited Partnership	3872085	3 MILE ISLAND

Non-United States

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	2074158	Argentina	HOOTERS
HI Limited Partnership	1971792	Argentina	HOOTERS
HI Limited Partnership.	1811455	Argentina	
HI Limited Partnership.	1811456	Argentina	
HI Limited Partnership.	20192	Aruba	HOOTERS & Design
HI Limited Partnership.	16375	Aruba	HOOTERS & Design






Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0593

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	514120	Australia	HOOTERS
HI Limited Partnership	999275	Australia	HOOTERS
HI Limited Partnership	708045	Australia	
HI Limited Partnership	708046	Australia	
HI Limited Partnership	180742	Austria	
HI Limited Partnership	180721	Austria	HOOTERS
HI Limited Partnership	201504	Austria	
HI Limited Partnership	169515	Austria	HOOTERS
HI Limited Partnership	169987	Austria	
HI Limited Partnership	162722	Austria	
HI Limited Partnership	19568	Bahamas	HOOTERS &Design
HI Limited Partnership	19569	Bahamas	HOOTERS &Design
HI Limited Partnership	19570	Bahamas	HOOTERS &Design
HI Limited Partnership	R 612681	Benelux	HOOTERS
HI Limited Partnership	R 560764	Benelux	
HI Limited Partnership	86164 C	Bolivia	HOOTERS &Design
HI Limited Partnership	86152 C	Bolivia	HOOTERS &Design
HI Limited Partnership	86163 C	Bolivia	HOOTERS &Design








Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0594

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	86165 C	Bolivia	HOOTERS &Design
HI Limited Partnership	823520404	Brazil	HOOTERS
HI Limited Partnership	818144700	Brazil	 HOOTERS
HI Limited Partnership	818144718	Brazil	 HOOTERS
HI Limited Partnership	818144734	Brazil	 HOOTERS
HI Limited Partnership	818144726	Brazil	 HOOTERS
HI Limited Partnership	69500	Bulgaria	HOOTERS
HI Limited Partnership	69501	Bulgaria	HOOTERS &Design
HI Limited Partnership	KH257532007	Cambodia	HOOTERS
HI Limited Partnership	KH257562007	Cambodia	HOOTERS &Design
HI Limited Partnership	KH257542007	Cambodia	HOOTERS
HI Limited Partnership	KH257552007	Cambodia	HOOTERS &Design
HI Limited Partnership	TMA711844	Canada	 HOOTERS
HI Limited Partnership	TMA535365	Canada	HOOTERS
HI Limited Partnership	1582558	Cayman Islands	HOOTERS &Design
HI Limited Partnership	1582559	Cayman Islands	HOOTERS &Design
HI Limited Partnership	2042447	Cayman Islands	HOOTERS &Design
HI Limited Partnership	1582560	Cayman Islands	HOOTERS &Design
HI Limited Partnership	875745	Chile	HOOTERS &Design
HI Limited Partnership	862460	Chile	HOOTERS &Design
HI Limited Partnership	594428	Chile	HOOTERS






Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0595

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	591302	Chile	HOOTERS &Design
HI Limited Partnership	4285537	China	貓頭鷹
HI Limited Partnership	3975568	China	
HI Limited Partnership	3975567	China	
HI Limited Partnership	1262998	China	
HI Limited Partnership	1358960	China	
HI Limited Partnership	1338499	China	
HI Limited Partnership	1317364	China	
HI Limited Partnership	3975566	China	
HI Limited Partnership	385330	Colombia	HOOTERS
HI Limited Partnership	385329	Colombia	HOOTERS
HI Limited Partnership	385328	Colombia	HOOTERS
HI Limited Partnership	215038	Colombia	HOOTERS &Design
HI Limited Partnership	215277	Colombia	HOOTERS &Design
HI Limited Partnership	233539	Colombia	HOOTERS &Design
HI Limited Partnership	233540	Colombia	HOOTERS &Design




Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0596

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	186439	Costa Rica	HOOTERS
HI Limited Partnership	113009	Costa Rica	HOOTERS &Design
HI Limited Partnership	186440	Costa Rica	HOOTERS
HI Limited Partnership	113008	Costa Rica	HOOTERS &Design
HI Limited Partnership	186441	Costa Rica	HOOTERS
HI Limited Partnership	113007	Costa Rica	HOOTERS &Design
HI Limited Partnership	86459	Costa Rica	GRITONES HOOTERS &Design
HI Limited Partnership	122841	Costa Rica	HOOTERS &Design
HI Limited Partnership	20050007190	Costa Rica	HOOTERS
HI Limited Partnership	5845961	Community Trademarks	HOOTERS
HI Limited Partnership	5847827	Community Trademarks	
HI Limited Partnership	5017744	Community Trademarks	
HI Limited Partnership	4983078	Community Trademarks	HOOTERS
HI Limited Partnership	4789641	Community Trademarks	HOOTERS
HI Limited Partnership	364570	Community Trademarks	
HI Limited Partnership	Z20020397	Croatia	HOOTERS
HI Limited Partnership	Z20021238	Croatia	
HI Limited Partnership	305322	Czech Republic	HOOTERS
HI Limited Partnership	306652	Czech Republic	HOOTERS
HI Limited Partnership	214861	Czech Republic	
HI Limited Partnership	VR 003603 2008	Denmark	HOOTERS

Amendment and Assignment of Trademark Security Agreement (US)


TRADEMARK  
REEL: 004501 FRAME: 0597

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	VR 003607 2008	Denmark	
HI Limited Partnership	VR 004704 1993	Denmark	HOOTERS
HI Limited Partnership	93872	Dominican Republic	HOOTERS &Design
HI Limited Partnership	93067	Dominican Republic	HOOTERS &Design
HI Limited Partnership	93177	Dominican Republic	HOOTERS &Design
HI Limited Partnership	93316	Dominican Republic	HOOTERS &Design
HI Limited Partnership	527708	Ecuador	HOOTERS
HI Limited Partnership	528308	Ecuador	HOOTERS &Design
HI Limited Partnership	527608	Ecuador	HOOTERS
HI Limited Partnership	528208	Ecuador	HOOTERS &Design
HI Limited Partnership	527508	Ecuador	HOOTERS
HI Limited Partnership	225608	Ecuador	HOOTERS
HI Limited Partnership	2097	Ecuador	HOOTERS &Design
HI Limited Partnership	13	El Salvador	HOOTERS &Design
HI Limited Partnership	188	El Salvador	HOOTERS &Design
HI Limited Partnership	36	El Salvador	HOOTERS &Design
HI Limited Partnership	35	El Salvador	HOOTERS &Design
HI Limited Partnership	226526	Finland	HOOTERS
HI Limited Partnership	226731	Finland	HOOTERS
HI Limited Partnership	N 1461620	France	HOOTERS
HI Limited Partnership	30726939	Germany	
HI Limited Partnership	30726941	Germany	HOOTERS
HI Limited Partnership	2074145	Germany	
HI Limited Partnership	1129447	Germany	HOOTERS
HI Limited Partnership	151661	Greece	HOOTERS &Design
HI Limited Partnership	151660	Greece	HOOTERS
HI Limited Partnership	7118	Guatemala	HOOTERS &Design

Amendment and Assignment of Trademark Security Agreement (US)



**TRADEMARK**  
**REEL: 004501 FRAME: 0598**



OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	132879	Guatemala	HOOTERS
HI Limited Partnership	137906	Guatemala	HOOTERS
HI Limited Partnership	137918	Guatemala	HOOTERS
HI Limited Partnership	75687	Guatemala	HOOTERS &Design
HI Limited Partnership	73228	Honduras	HOOTERS &Design
HI Limited Partnership	73227	Honduras	HOOTERS &Design
HI Limited Partnership	74552	Honduras	HOOTERS &Design
HI Limited Partnership	5584	Honduras	HOOTERS &Design
HI Limited Partnership	52951997	Hong Kong	HOOTERS &Design
HI Limited Partnership	44921998	Hong Kong	HOOTERS &Design
HI Limited Partnership	52961997	Hong Kong	HOOTERS &Design
HI Limited Partnership	52971997	Hong Kong	HOOTERS &Design
HI Limited Partnership	196220	Hungary	
HI Limited Partnership	196811	Hungary	HOOTERS
HI Limited Partnership	152562	Hungary	
HI Limited Partnership	304	Iceland	HOOTERS &Design
HI Limited Partnership	653616	India	HOOTERS
HI Limited Partnership	1363096	India	HOOTERS &Design
HI Limited Partnership	IDM000130828	Indonesia	HOOTERS &Design
HI Limited Partnership	IDM000130827	Indonesia	HOOTERS &Design
HI Limited Partnership	IDM000130829	Indonesia	HOOTERS &Design
HI Limited Partnership	IDM000130830	Indonesia	HOOTERS &Design
HI Limited Partnership	IDM000130826	Indonesia	HOOTERS &Design
HI Limited Partnership (via assignment from Hooters Intellectual Property Holdings Establishment formerly known as Basul Establishment)	673982	International Registration	HOOTERS
HI Limited Partnership	114411	Israel	HOOTERS &Design
HI Limited Partnership	114412	Israel	HOOTERS &Design










Amendment and Assignment of Trademark Security Agreement (US)

**TRADEMARK**  
**REEL: 004501 FRAME: 0599**

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	114413	Israel	HOOTERS &Design
HI Limited Partnership	114414	Israel	HOOTERS &Design
HI Limited Partnership	34055	Jamaica	HOOTERS &Design
HI Limited Partnership	34320	Jamaica	HOOTERS &Design
HI Limited Partnership	32336	Jamaica	HOOTERS &Design
HI Limited Partnership	4457056	Japan	
HI Limited Partnership	2267767	Japan	HOOTERS
HI Limited Partnership	101542	Jordan	HOOTERS
HI Limited Partnership	101546	Jordan	HOOTERS &Design
HI Limited Partnership	101543	Jordan	HOOTERS
HI Limited Partnership	101547	Jordan	HOOTERS &Design
HI Limited Partnership	101544	Jordan	HOOTERS
HI Limited Partnership	101548	Jordan	HOOTERS &Design
HI Limited Partnership	101545	Jordan	HOOTERS
HI Limited Partnership	101549	Jordan	HOOTERS &Design
HI Limited Partnership	106794	Lebanon	HOOTERS
HI Limited Partnership	106793	Lebanon	HOOTERS &Design
HI Limited Partnership	98007561	Malaysia	HOOTERS &Design
HI Limited Partnership	3109998	Malaysia	HOOTERS &Design
HI Limited Partnership	98007558	Malaysia	HOOTERS &Design
HI Limited Partnership	98007559	Malaysia	HOOTERS &Design
HI Limited Partnership	1131906	Mexico	HOOTERS
HI Limited Partnership	1131908	Mexico	HOOTERS
HI Limited Partnership	1131909	Mexico	HOOTERS
HI Limited Partnership	903037	Mexico	
HI Limited Partnership	738170	Mexico	HOOT
HI Limited Partnership	784941	Mexico	HOOTS
HI Limited Partnership	800600	Mexico	MAYA HOOTERS CARIBE



Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0600

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	574086	Mexico	
HI Limited Partnership	587420	Mexico	
HI Limited Partnership	581610	Mexico	
HI Limited Partnership	507204	Mexico	
HI Limited Partnership	408232	Mexico	HOOTER'S
HI Limited Partnership	617316	Mexico	HOOTERS & DESIGN
HI Limited Partnership	851087	Mexico	
HI Limited Partnership	765316	Mexico	
HI Limited Partnership	03714	Netherlands Antilles	HOOTERS & DESIGN
HI Limited Partnership	755769	New Zealand	HOOTERS
HI Limited Partnership	270086	New Zealand	
HI Limited Partnership	270087	New Zealand	
HI Limited Partnership	270088	New Zealand	




Amendment and Assignment of Trademark Security Agreement (US)



TRADEMARK  
REEL: 004501 FRAME: 0601

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	270089	New Zealand	
HI Limited Partnership	59576	Nicaragua	HOOTERS
HI Limited Partnership	59571LM	Nicaragua	HOOTERS
HI Limited Partnership	59572LM	Nicaragua	HOOTERS
HI Limited Partnership	59569LM	Nicaragua	HOOTERS
HI Limited Partnership	216274	Norway	HOOTERS
HI Limited Partnership	95659	Panama	HOOTERS &Design
HI Limited Partnership	69812	Panama	HOOTERS &Design
HI Limited Partnership	95655	Panama	HOOTERS &Design
HI Limited Partnership	95658	Panama	HOOTERS &Design
HI Limited Partnership	95656	Panama	HOOTERS &Design
HI Limited Partnership	69811	Panama	HOOTERS &Design
HI Limited Partnership	69810	Panama	HOOTERS &Design
HI Limited Partnership	95657	Panama	HOOTERS &Design
HI Limited Partnership	217467	Paraguay	HOOTERS &Design
HI Limited Partnership	243263	Paraguay	HOOTERS &Design
HI Limited Partnership	217466	Paraguay	HOOTERS &Design
HI Limited Partnership	243262	Paraguay	HOOTERS &Design
HI Limited Partnership	47855	Peru	HOOTERS &Design
HI Limited Partnership	48932	Peru	HOOTERS &Design
HI Limited Partnership	47856	Peru	HOOTERS &Design
HI Limited Partnership	19903	Peru	HOOTER
HI Limited Partnership	22085	Peru	HOOTERS
HI Limited Partnership	21510	Peru	HOOTERS &Design
HI Limited Partnership	42005011585	Philippines	HOOTERS &Design
HI Limited Partnership	175262	Poland	
HI Limited Partnership	175263	Poland	HOOTERS
HI Limited Partnership	90195	Romania	HOOTERS
HI Limited Partnership	90196	Romania	HOOTERS &Design
HI Limited Partnership	415008	Russian Federation	HOOTERS

Amendment and Assignment of Trademark Security Agreement (US)


**TRADEMARK**  
**REEL: 004501 FRAME: 0602**

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	262107	Russian Federation	
HI Limited Partnership	T9605610D	Singapore	HOOTERS &Design
HI Limited Partnership	T9605611B	Singapore	HOOTERS &Design
HI Limited Partnership	T9607251G	Singapore	HOOTERS &Design
HI Limited Partnership	T9605612J	Singapore	HOOTERS &Design
HI Limited Partnership	T0614306A	Singapore	HOOTERS &Design
HI Limited Partnership	185495	Slovak Republic	
HI Limited Partnership	200025181	South Africa	HOOTERS &Design
HI Limited Partnership	200025182	South Africa	HOOTERS &Design
HI Limited Partnership	200025183	South Africa	HOOTERS &Design
HI Limited Partnership	200025184	South Africa	HOOTERS &Design
HI Limited Partnership	40-04745520000	South Korea	<b>HOOTERS</b>
HI Limited Partnership	40-04507130000	South Korea	<b>HOOTERS</b>
HI Limited Partnership	40-04608780000	South Korea	<b>HOOTERS</b>
HI Limited Partnership	40-04608790000	South Korea	

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	40-04536680000	South Korea	<b>HOOTERS</b>
HI Limited Partnership	40-04536670000	South Korea	<b>HOOTERS</b>
HI Limited Partnership	40-04762370000	South Korea	
HI Limited Partnership	41-00623420000	South Korea	Hooters
HI Limited Partnership	40-06093890000	South Korea	후티스
HI Limited Partnership	40-05101750000	South Korea	
HI Limited Partnership	40-05845730000	South Korea	KOREAHOOTERS


Amendment and Assignment of Trademark Security Agreement (US)

TRADEMARK  
REEL: 004501 FRAME: 0604

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	40-05845710000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-06093900000	South Korea	후터스
HI Limited Partnership	40-04887740000	South Korea	
HI Limited Partnership	40-05845670000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-05845740000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-06093940000	South Korea	후터스
HI Limited Partnership	40-05845690000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-05845700000	South Korea	KOREAHOOTERS

Amendment and Assignment of Trademark Security Agreement (US)



**TRADEMARK**  
**REEL: 004501 FRAME: 0605**

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	40-06093910000	South Korea	후터스
HI Limited Partnership	41-01171550000	South Korea	후터스
HI Limited Partnership	41-01171570000	South Korea	KOREAHOOTERS
HI Limited Partnership	41-01171560000	South Korea	후터스
HI Limited Partnership	41-00746440000	South Korea	
HI Limited Partnership	41-01171580000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-06093930000	South Korea	후터스

Amendment and Assignment of Trademark Security Agreement (US)






TRADEMARK  
REEL: 004501 FRAME: 0606



OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	40-06093920000	South Korea	후터스
HI Limited Partnership	40-05845680000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-0584572000	South Korea	KOREAHOOTERS
HI Limited Partnership	40-0609387000	South Korea	후터스
HI Limited Partnership	40-0609388000	South Korea	후터스
HI Limited Partnership	483644	South Korea	
HI Limited Partnership	2478070 M7	Spain	HOOTERS
HI Limited Partnership	2478068 M5	Spain	HOOTERS
HI Limited Partnership	2478069 M3	Spain	HOOTERS
HI Limited Partnership	P-442126	Switzerland	
HI Limited Partnership	765135	Taiwan	HOOTERS &Design
HI Limited Partnership	772314	Taiwan	HOOTERS &Design



Amendment and Assignment of Trademark Security Agreement (US)

**TRADEMARK**  
**REEL: 004501 FRAME: 0607**

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	754300	Taiwan	HOOTERS &Design
HI Limited Partnership	100524	Taiwan	HOOTERS &Design
HI Limited Partnership	Kor57245	Thailand	HOOTERS &Design
HI Limited Partnership	Kor57244	Thailand	HOOTERS &Design
HI Limited Partnership	Kor64171	Thailand	HOOTERS &Design
HI Limited Partnership	Kor5480	Thailand	HOOTERS &Design
HI Limited Partnership	32593	Trinidad and Tobago	HOOTERS &Design
HI Limited Partnership	2009 22328	Turkey	
HI Limited Partnership	2008 21323	Turkey	
HI Limited Partnership	2003 04704	Turkey	HOOTERS
HI Limited Partnership	84254	United Arab Emirates	HOOTERS &Design
HI Limited Partnership	81731	United Arab Emirates	HOOTERS
HI Limited Partnership	81734	United Arab Emirates	HOOTERS &Design
HI Limited Partnership	81732	United Arab Emirates	HOOTERS
HI Limited Partnership	81735	United Arab Emirates	HOOTERS &Design
HI Limited Partnership	81733	United Arab Emirates	HOOTERS
HI Limited Partnership	81736	United Arab Emirates	HOOTERS &Design
HI Limited Partnership	84262	United Arab Emirates	HOOTERS
HI Limited Partnership	2232029	United Kingdom	
HI Limited Partnership	2042447	United Kingdom	HOOTERS
HI Limited Partnership	1582559	United Kingdom	
HI Limited Partnership	1582558	United Kingdom	

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TRADEMARK  
REEL: 004501 FRAME: 0608

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	1582560	United Kingdom	
HI Limited Partnership	1341662	United Kingdom	HOOTERS
HI Limited Partnership <sup>1</sup>	301155	Uruguay	
HI Limited Partnership	119884	Vietnam	HOOTERS
HI Limited Partnership	119885	Vietnam	HOOTERS & Design


Trademark Applications:

United States

Applications:

None.

Intent-to-Use Applications:<sup>2</sup>

OWNER	APPLICATION NUMBER	TITLE
HI Limited Partnership	85151715	HOOTERS
HI Limited Partnership	85151738	
HI Limited Partnership	77544543	TWO TICKETS TO

<sup>1</sup> Although the Certificate of Registration shows HI Limited Partnership as the owner, the Saegis database reflects the name HI Ltd. Partnership.

<sup>2</sup> Note that pursuant to Section 6.6 of the Security Agreement, Intent-to-Use Applications, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such Intent-to-Use trademark or service mark applications or any registration issued therefrom are excluded from the Intellectual Property Collateral provided that upon such filing and acceptance, such intent-to-use trademark and service mark applications shall be included in the Intellectual Property Collateral and automatically subject to the security interest granted herein.

		PARADISE
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Non-United States

Applications:

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	1797789 (renewal pending under App. No. 3000594)	Argentina	HOOTERS & DESIGN
HI Limited Partnership	1791434 (renewal pending under App. No. 2983633)	Argentina	HOOTERS & DESIGN
HI Limited Partnership	20091472	Azerbaijan	HOOTERS
HI Limited Partnership	20091484	Azerbaijan	HOOTERS &Design
HI Limited Partnership	20094183	Belarus	HOOTERS
HI Limited Partnership	20094184	Belarus	HOOTERS &Design
HI Limited Partnership	7494331	China	MEI GUO MAO TOU YING CAN TING
HI Limited Partnership	7494332	China	MEI GUO MAO TOU YING CAN TING
HI Limited Partnership	7494595	China	MEI GUO MAO TOU YING CAN TING
HI Limited Partnership	7494464	China	MEI GUO MAO TOU YING CAN TING
HI Limited Partnership	4285535	China	MAO TOU YING
HI Limited Partnership	4285536	China	MAO TOU YING
HI Limited Partnership	4285538	China	MAO TOU YING
HI Limited Partnership	8130414	Colombia	HOOTERS
HI Limited Partnership	AM055788	Georgia	HOOTERS
HI Limited Partnership	AM055786	Georgia	HOOTERS &Design
HI Limited Partnership	22074A	Guyana	HOOTERS
HI Limited Partnership	22075A	Guyana	HOOTERS &Design
HI Limited Partnership	22076A	Guyana	HOOTERS
HI Limited Partnership	22077A	Guyana	HOOTERS &Design
HI Limited Partnership	22078A	Guyana	HOOTERS
HI Limited Partnership	22079A	Guyana	HOOTERS &Design
HI Limited Partnership	200905903	Kyrgyzstan	HOOTERS
HI Limited Partnership	200905913	Kyrgyzstan	HOOTERS &Design
HI Limited Partnership	200829236	South Africa	HOOTERS
HI Limited Partnership	200829237	South Africa	HOOTERS

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**TRADEMARK**  
**REEL: 004501 FRAME: 0610**

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
HI Limited Partnership	200829238	South Africa	HOOTERS
HI Limited Partnership	200829239	South Africa	HOOTERS
HI Limited Partnership	200829240	South Africa	HOOTERS
HI Limited Partnership	40-2009-0008846	South Korea	 HOOTERS
HI Limited Partnership	40-2009-0008841	South Korea	 HOOTERS
HI Limited Partnership	40-2009-0008845	South Korea	 HOOTERS
HI Limited Partnership	M200906533	Ukraine	HOOTERS
HI Limited Partnership	M200906534	Ukraine	HOOTERS & Design

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