

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.**

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)		No. of Additional Sheets Presented: 3		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to:				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. # 2. Name and Address of Debtor (Last Name First if a Person) Fuddruckers, Inc. Riverchase Galleria Mall 3440 Galleria Circle Birmingham, AL 35244 Social Security/Tax ID # 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # ☐ Additional debtors on attached XXXX 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Fleet Bank, N.A., For Itself and As Agent 1185 Avenue of the Americas Attn.: Robert A. Bloch New York, NY 10036 Social Security/Tax ID # ☐ Additional secured parties on attached XXXX				Inst # 1998-47797 12/02/1998-47797 11:19 AM CERTIFIED COUNTY JUDGE OF PROBATE FILED WITH: Shelby 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
5. The Financing Statement Covers the Following Types (or items) of Property: All personal property of the Debtor, as more fully set forth in Schedule A attached hereto, which includes, without limitation, all accounts, contract rights, inventory, equipment, chattel paper, instruments, documents and general intangibles, whether now owned or existing or hereafter acquired or arising, regardless of where located, and all products, proceeds, substitutions, accessions, and final replacements thereof.					
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 0 0 0 0 0 1 1 0 0 1 0 1 1 0 3 2 0 0 3 0 0 7 0 0 8 0 0					
Check X if covered: ☒ Products of Collateral are also covered.					
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) ☐ already subject to a security interest in another jurisdiction when it was brought into this state. ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state. ☐ which is proceeds of the original collateral described above in which a security interest is perfected. ☐ acquired after a change of name, identity or corporate structure of debtor as to which the filing has lapsed.					
7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$					
8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)					
Fuddruckers, Inc. Signature(s) of Debtor(s)			Fleet Bank, N.A., For Itself and As Agent Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature -- see Box 6) Signature(s) of Secured Party(ies) or Assignee		

SCHEDULE A

All of the Grantor's rights, title and interests in and to all of the following property, rights and interests in property of the Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located and all products, proceeds, substitutions, accessions and replacements thereof (all of the same being herein referred to as the "**Collateral**"):

(a) **ACCOUNTS**: All present and future accounts, receivables and contract rights, including, but not limited to, the Grantor's rights (including, without limitation, any and all rights to receive any payments) under any and all leases providing for the use of real or personal property ("Leases") and/or franchise agreements, employment agreements and "non-compete" agreements to which the Grantor is a party, chattel paper, instruments, documents, general intangibles and other rights to payment of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods, merchandise or inventory or the rendering of services, including, without limitation, franchise fees and royalties and those which are not evidenced by instruments or chattel paper and whether or not they have been earned by performance; all proceeds of any letters of credit or insurance policies on which the Grantor is now (or may hereafter be) named as beneficiary; all claims against any third parties for advances or other financial accommodations or any other obligations whatsoever owing to the Grantor; all rights now or hereafter existing in and to all security agreements, leases, documents of title and other contracts securing, evidencing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, documents, general intangibles, other rights of payment or proceeds or to any such claims against third parties, together with all rights in any returned or repossessed goods, merchandise and inventory; and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit (any and all such accounts, contract rights, chattel paper, instruments, documents, rights of payment, proceeds, claims and rights being hereinafter referred to as the "**Accounts**");

(b) **INVENTORY**: All of the Grantor's goods, merchandise and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, including, without limitation, whole goods, spare parts, components, supplies, materials and consigned goods; all raw materials, work-in-process, finished goods or materials or supplies of any kind, nature or description, used or consumed in the Grantor's businesses or which might be used in connection with the manufacture, assembling, packing, shipping, advertising, selling or finishing of such goods, merchandise and personal property, including, without limitation, all food, beverages, and liquor; all returned or repossessed goods; and all documents of title or documents evidencing the same; in each instance whether now owned or hereafter acquired by the Grantor and wherever located, whether in the possession of the Grantor or of a bailee or other person for sale, storage, transit, processing, use or otherwise (all of the foregoing, collectively, being the "**Inventory**");

(c) **EQUIPMENT**: All machinery, equipment and fixtures, including, without limitation, all equipment of any kind used in any restaurants owned or operated in any way by the Grantor, all manufacturing, assembling, packaging, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, trade fixtures, tools, tooling, molds, dies, vehicles, vessels and all other goods of every type and description (other than Inventory), all computer and other electronic data processing hardware, whether owned, licensed or leased by the Grantor, including without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers

features, computer elements, card readers, tape drivers, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware and all parts thereof and all accessions thereto, and all substitutions therefor and replacements thereof, in each instance whether now owned or hereafter acquired by the Grantor and wherever located (all of the foregoing, collectively, being the "Equipment");

(d) GENERAL INTANGIBLES: All rights, interests, choses in action, causes of actions, claims and all other intangible property of the Grantor of every kind and nature (other than Accounts) in each instance whether now owned or hereafter acquired by the Grantor, including, without limitation, all corporate and other business records; all loans, royalties, and other obligations receivable, non-compete agreements, all Intellectual Property (including, but not limited to, Patents and Patent Applications and Trademarks, service marks, trademark or service mark applications, trademark or service mark registrations, trade names, fictitious names, inventions, designs and trade secrets but subject to the limitation contained in paragraph (g) below), computer programs, computer source codes, software and software programs, whether owned, licensed or leased by the Grantor, designed for use on any of the Equipment (including, without limitation, all operating system software, utilities and application programs in whatever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever), all firmware associated with any computer hardware or software, whether owned, licensed or leased by the Grantor, printouts and other computer materials (including, without limitation, all documentation for all computer hardware, software or firmware of the Grantor, whether owned, licensed or leased by the Grantor, including but without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes), goodwill (including, without limitation, goodwill symbolized by the trademarks, trade names and service marks of or owned by the Grantor), registrations, copyrights, copyright applications, permits, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all existing or hereafter created or acquired materials and know-how in relation to the research and development of the Inventory and any future product lines; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights (including, but not limited to, Operating Leases, Capital Leases and other Leases, and the Grantor's rights under any and all employment agreements and "non-compete" agreements to which it is a party, but excluding the rights of the Grantor, if any, as a tenant under any Operating Leases for real property and excluding any contracts, if any, between the Grantor and Fuddruckers -EMA, E.C. set forth on Schedule D to the Security Agreement) provided however that with respect to any contract or agreement set forth on Schedule D to the Security Agreement, only to the extent the Grantor's rights thereunder are assignable by the Grantor; all interests in partnerships, limited liability companies and joint ventures of any kind (other than the joint venture with respect to Fuddruckers-EMA, E.C., a Bahrainian corporation); all tax refunds and tax refund claims; all right, title and interest under licenses and concessions and other agreements relating to real or personal property; all payments due or made to the Grantor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any Person or governmental authority; all deposit accounts (general or special) with any Agent or other financial institution; all credits with and other claims against third parties (including carriers and shippers); all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which the Grantor is a beneficiary; and all letters of credit, guaranties, liens, security interests and other security held by or granted to the Grantor; all right title and interest of the Grantor, if any, under a certain Interest Rate Swap Agreement (as defined in the Revolving Credit and Term Loan Agreement

("Credit Agreement") among the Grantor, the other Obligors (as defined in the Credit Agreement), the Banks (as defined in the Credit Agreement), and Fleet Bank, N.A., as Agent for the Banks) and each transaction entered into thereunder (including, without limitation, all amounts payable or deliverable thereunder); all right, title, and interest of the Grantor in (and to the extent assignable under) a certain Stock Purchase Agreement (as defined in the Credit Agreement), including, without limitation, any money escrowed pursuant thereto and any rights to indemnification; and all other intangible property, whether or not similar to the foregoing; in each instance, whether now or hereafter existing and however and wherever arising and all renewals thereof;

(e) CHATTEL PAPER, INSTRUMENTS AND DOCUMENTS: All chattel paper, all instruments, all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by the Grantor; and

(f) OTHER PROPERTY: All other property or interests in property now owned or hereafter acquired by the Grantor which now may be owned or hereafter may come into the possession, custody or control of the Agent or any of the Banks, or any other agents or affiliates of the Agent or any of the Banks, in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); and all rights and interests of the Grantor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated (other than the membership interests or other equity in any Subsidiary of the Grantor), and each "Commodity Account", "Commodity Contract", "Investment Property", "Security Entitlement" and "Securities Account" as those terms are defined in the Articles 8 and 9 of the New York Uniform Commercial Code, and all warrants, options, puts and calls and other rights to acquire or otherwise relating to the same; (ii) money; (iii) proceeds of loans, advances and other financial accommodations, including, without limitation, loans, advances and other financial accommodations, made or extended under the Credit Agreement; and (iv) insurance proceeds and books and records relating to any of the Collateral; together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof.

(g) INTELLECTUAL PROPERTY/EMA. Notwithstanding anything to the contrary hereinabove, to the extent the grant of a security interest in certain Intellectual Property is currently expressly prohibited under the documents relating to EMA set forth on Schedule 9.20 to the Credit Agreement, such Intellectual Property shall not constitute part of the Collateral in which the Grantors have granted a security interest pursuant to this Agreement. To the extent the grant of security interest is permitted under the EMA documents set forth on Schedule 9.20 to the Credit Agreement, such security interest will be deemed released upon completion of the transaction referred to in item (iii) of the last sentence in Section 10.11 of the Credit Agreement.

(h) CERTAIN LEASEHOLD EXCLUSIONS. Notwithstanding the foregoing, the Collateral shall not include any Equipment in which the Grantor has granted FFCA Acquisition Corporation ("FFCA") a security interest pursuant to that certain Master Lease Agreement dated as of November 24, 1998 between FFCA and Fuddrucker, Inc. (the "Master Lease") or any rights as tenant under such Master Lease.

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12/02/1998-47797
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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