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100973086

To the Honorable Commissioner of Patents and Trademarks: Please record this

1. Name of conveying party(ies):

General Electric Capital Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New York
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Release & Reassignment

Execution Date: January 14, 1999

2. Name and address of receiving party(ies)

Name: Lloyd's Barbeque Company

Internal Address: _____

Street Address: 1455 Mendota Heights RoadCity: St. Paul State: MN ZIP: 55120

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Minnesota
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/521,917

B. Trademark Registration No.(s)

2,108,930	1,796,466	2,011,560
2,159,008	1,584,934	1,727,876
1,382,525	1,859,836	
1,710,230	1,918,198	

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Diane R. Meyers

Internal Address: _____

Eckert Seamans Cherin & Mellott, LLC02/24/1999 JSHABAZZ 00000094 75521917

01 FC:481

40.00 OP

02 FC:482

250.00 OP

Street Address: 600 Grant Street, 44th FloorCity: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: _____

11

7. Total fee (37 CFR 3.41).....\$ 290.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Diane R. Meyers

Name of Person Signing

SignatureFebruary 19, 1999

Date

5

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 1856 FRAME: 0757

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT dated as of January 14, 1999 by GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, Lenders and LLOYD'S BARBEQUE COMPANY, a Minnesota corporation, (the "Company") are parties to a certain Credit Agreement dated as of September 30, 1997 (the "Credit Agreement") and a Trademark Security Agreement dated as of September 30, 1997 (the "Trademark Security Agreement"), pursuant to which the Company incurred certain liabilities to Lenders and granted a security interest in an collateral assignment of certain Trademarks and Trademark Licenses as described in Schedule A attached hereto, together with all Trademarks in which a security interest was granted to after the date of the Trademark Security Agreement (collectively the "Trademark Collateral"), among other things, as security for the Company's obligations under the Credit Agreement to the Lenders;

WHEREAS, the Trademark Security Agreement was recorded in the Patent and Trademark Office at Reel 1676, Frame 648; and

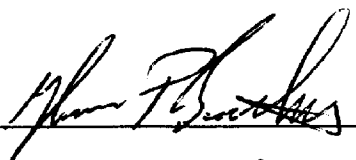
WHEREAS, the Company has satisfied its obligations under the Credit Agreement and has requested that the Lenders release their security interests in the Trademark Collateral and reassign the same to the Company;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. Lenders hereby release their security interest in and collateral assignment of the Trademark Collateral.
3. Lenders hereby reassign, grant and convey to the Company, without any representation, recourse or undertaking by Lenders of Lenders' right, title and interest, if any, in and to the Trademark Collateral and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereof, including, without limitation, damages and payment for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Glenn Bartley


Title: Duly Authorized Signator

::ODMA\PCDOCS\CHICAGO4\778987\1 January 12, 1999 (11:58am)

TRADEMARK
REEL: 1856 FRAME: 0759

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Glenn Bartley

Title: Duly Authorized Signator

::ODMA\PCDOCS\CHICAGO4\778987\1 January 12, 1999 (11:58am)

TRADEMARK
REEL: 1856 FRAME: 0760

SCHEDULE A
TO
TRADEMARK RELEASE & REASSIGNMENT

Trademark Registrations

<u>Mark</u>	<u>Serial #</u>	<u>Registration #</u>
LLOYD'S BARBEQUE COMPANY	181,179	2,108,930
LLOYD'S BARBEQUE COMPANY and Design	304,639	2,159,008
LLOYD'S and Design	492,426	1,382,525
LLOYD'S	205,301	1,710,230
RUSTY'S BBQ BRAND and Design	329,389	1,796,466
MICRO-BAND	813,065	1,584,934
LLOYD'S LIKENESS (LOGO)	449,808	1,859,836
LLOYD'S LOGO	568,788	1,918,198
BARBEQUE COMPANY	975,553	2,011,560
LLOYD'S and Design	205,302	1,727,876

Trademark Applications

<u>Mark</u>	<u>Serial #</u>
COWBOY BEANS	75/521,917