

6-30-99

FORM PTO-1594
1-31-92

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TRAC

07-01-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

6-30-99

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101081048

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof

1. Name of conveying party(ies):
Credit Lyonnais New York Branch, as
Administrative Agent
1301 Avenue of the Americas
New York, NY 10019

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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

2. Name and address of receiving party(ies):
Name: Carrows Restaurants, Inc.
Internal Address: _____
Street Address: 18831 Von Karman Ave
City: Terrene State: CA ZIP: 92715

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of security interest

Execution Date: May 23, 1996

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anne H. Lewallen
Internal Address: Cravath, Swaine & Moore
Worldwide Plaza
Street Address: 825 Eighth Ave.
City: NY State: NY ZIP: 10019

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00
 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

07/01/1999 NTHA11 00000017 1350067
01 FC:481 40.00 DP
02 FC:482 175.00 DP

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.

Anne H. Lewallen
Name of Person Signing

Anne H. Lewallen Signature 6/11/99 Date 3
TRADEMARK

REEL: 001922 FRAME: 0438

Schedule 1

United States Service Marks

<u>Service Mark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
CARROWS RESTAURANTS, INC.					
CARROWS (Service Mark)	USA	1,350,067	504,965	07/16/85	07/16/05
Carrows and Design (Service Mark)	USA	1,351,086	505,078	07/23/85	07/23/05
CARROWS CAFE & BAKERY (Service Mark)	USA	1,669,817	74/101,696	12/24/91	12/24/97
CARROWS RESTAURANT and Design (Service Mark)	USA	1,384,765	517,720	02/25/86	02/25/06
CARROWS RESTAURANTS (Service Mark)	USA	1,359,826	505,008	09/10/85	09/10/05
NOBODY OVER 10 ALLOWED (Service Mark)	USA		75/008,779 (filed 10/19/95)		
PATCHES AND KIT	USA		74/628,904 (filed 02/02/95)		
STILL AS GOOD AS IT WAS (Service Mark)	USA	1,944,224	74/631,367	12/26/95	12/26/01

RELEASE OF SECURITY AGREEMENT

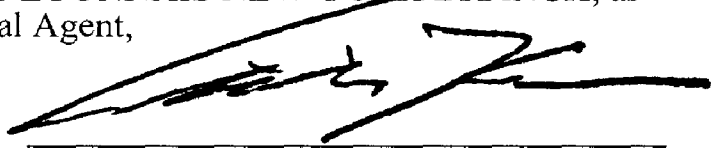
THIS RELEASE is made as of this 18 day of June, 1999 by CREDIT LYONNAIS NEW YORK BRANCH, a licensed branch of a banking corporation organized and existing under the laws of the Republic of France, as Collateral Agent (the "Collateral Agent"), having an office at 1301 Avenue of the Americas, New York, New York 10019, in favor of CARROWS RESTAURANT INC. a California corporation, (the "Company"), having an office at 203 East Main Street, Spartanburg, SC 29139.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Collateral Agent, for the benefit of the Company, hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to any and all liens and security interests established under or pursuant to that certain Security Agreement (the "Security Agreement") recorded with the United States Patent and Trademark Office on JUNE 18, 1996 at Reel 1504, Frame 0001 upon (a) all trademarks listed on Schedule I attached hereto, (b) all goodwill connected with and symbolized by any of the foregoing and (c) all other collateral in which any liens or security interests were established under or pursuant to the Security Agreement.

This release shall be binding upon the Collateral Agent's legal representatives, assigns and successors.

CREDIT LYONNAIS NEW YORK BRANCH, as
Collateral Agent,

by



Name: Attila Koc
Title: SUP