

11-15-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12-07-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101543457

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

1152019

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002190 FRAME: 0649

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	

Correspondent Name and Address

Area Code and Telephone Number

404-885-3406

Name	Daniele E. Bourgeois
Address (line 1)	Troutman Sanders LLP
Address (line 2)	Bank of America Plaza
Address (line 3)	600 Peachtree Street, N.E., Suite 5200
Address (line 4)	Atlanta, Georgia 30308-2216

PagesEnter the total number of pages of the attached conveyance document
including any attachments.

#

6

Trademark Application Number(s) or Registration Number(s)☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).**Trademark Application Number(s)****Registration Number(s)**

1152019		
1373120		
1617836		

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

20-1507

Authorization to charge additional fees:

Yes

☒

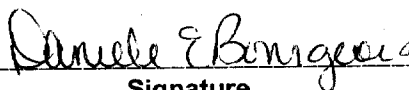
No

☐**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. Charges to deposit account are authorized, as indicated herein.

Daniele E. Bourgeois

Name of Person Signing



Signature

11-13-00

Date Signed

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

THE PEASANT RESTAURANTS, INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 6, 1997, by The First National Bank of Boston, a national banking association with its executive offices at 100 Federal Street, Boston, Massachusetts 02110, as Agent (in such capacity the "Agent") for itself and the other Lenders (as such term is defined in the Credit Agreement as defined herein) pursuant to Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 19, 1995, as amended, modified, and supplemented from time to time (the "Credit Agreement"), by and among Morton's Restaurant Group, Inc. (formerly known as Quantum Restaurant Group, Inc.) ("Quantum"), The Peasant Restaurants, Inc. ("Peasant"), Morton's of Chicago, Inc. ("Morton's") (Quantum, Peasant and Morton's are referred to herein collectively as the "Borrowers", and each, individually, as a "Borrower"), The First National Bank of Boston, as Agent (the "Agent") for the Lenders (as defined in the Credit Agreement), The First National Bank of Boston ("FNBB") in its individual capacity as a Lender, Imperial Bank, as a Lender, and Heller Financial, Inc., as a Lender. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

WHEREAS, Peasant and the Agent entered into in connection with the Credit Agreement (a) a Security and Pledge Agreement, dated as of July 27, 1989, as amended, modified, and supplemented from time to time (the "Security Agreement"), (b) a Trademark Collateral Assignment and Security Agreement dated as of July 27, 1989 (as amended and in effect from time to time, the "Original Trademark Agreement") and recorded with the United States Patent and Trademark Office on or about August 7, 1989 at Reel 0662, Frame 0782, and (c) a Supplemental Trademark Collateral Assignment and Security Agreement dated as of June 30, 1992 (as amended and in effect from time to time, the "Supplemental Trademark Agreement", and together with the Original Trademark Agreement, the "Trademark Agreements") and recorded with the United States Patent and Trademark Office on or about January 26, 1993 at Reel 0925, Frame 0851, in each case for the purpose of securing certain obligations of Peasant to the Lenders;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement, and the Trademark Agreements, Peasant granted the Agent a continuing security interest in and first priority lien on all of the Trademark Collateral (as defined in the Original Trademark Agreement) and the Supplemental Trademark Collateral (as defined in the Supplemental Trademark Agreement) (collectively, the "Pledged Trademarks"), including without limitation the trademarks identified on Exhibit A attached hereto, and pledged and mortgaged (but did not transfer title to) the Pledged Trademarks to the Agent; and

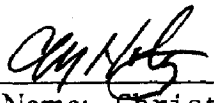
WHEREAS, in connection with the Sixth Amendment to the Credit Agreement dated as of February 6, 1997 (the "Sixth Amendment"), the Agent, on behalf of the Lenders, has agreed to terminate

terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided upon the effectiveness of the Sixth Amendment;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Credit Agreement, the Security Agreement and the Trademark Agreements:

The Agent hereby terminates and releases its security interest in and first priority lien on the Pledged Trademarks, including, without limitation, the Pledged Trademarks identified on Exhibit A attached hereto, and the Agent hereby assigns and transfers to Peasant, without any representation, warranty, or recourse whatsoever, the Agent's entire right, title and interest in and to the Pledged Trademarks, including without limitation, the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

By: 
Name: Christopher M. Holtz
Title: Vice President

Accepted:

THE PEASANT RESTAURANTS, INC.

By: _____
Name:
Title:

terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided upon the effectiveness of the Sixth Amendment;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Credit Agreement, the Security Agreement and the Trademark Agreements:

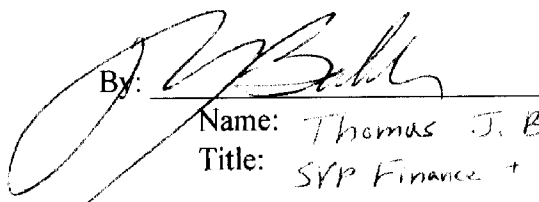
The Agent hereby terminates and releases its security interest in and first priority lien on the Pledged Trademarks, including, without limitation, the Pledged Trademarks identified on Exhibit A attached hereto, and the Agent hereby assigns and transfers to Peasant, without any representation, warranty, or recourse whatsoever, the Agent's entire right, title and interest in and to the Pledged Trademarks, including without limitation, the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

By: _____
Name:
Title:

Accepted:

THE PEASANT RESTAURANTS, INC.

By:  _____
Name: *Thomas J. Baldwin*
Title: *SVP Finance + CFO*

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of February, 1997, personally appeared Christopher M. Holtz to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of **THE FIRST NATIONAL BANK OF BOSTON**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said bank.

Andrew Rotenberg

Notary Public

My Commission Expires:

ANDREW L. ROTENBERG
Notary Public
My Commission Expires 02/28/2000

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of February, 1997, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of **THE PEASANT RESTAURANTS, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of February, 1997, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of **THE FIRST NATIONAL BANK OF BOSTON**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said bank.

Notary Public

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
_____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4TH day of February, 1997, personally appeared THOMAS J. BROWN to me known personally, and who, being by me duly sworn, deposes and says that he is a SUPPLYMAN & CO of **THE PEASANT RESTAURANTS, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires:

AGNES LONGIARRO
Notary Public, State of New York
No. 30 46 15336
Qualified in Nassau County
Commission Expires June 30, 1998

Exhibit A

PLEDGED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Pleasant Peasant	1,152,019	4/21/81
Mick's	1,373,120	9/20/88
Frozen German Chocolate Cake	1,617,836	10/16/90