



04-02-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Wells Fargo Bank Texas, National Association 1445 Ross Avenue, 3rd Floor Dallas, Texas 75202 4-2-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>national banking association</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Express Foods Group, LLC</u> Internal Address: _____ Street Address: <u>5858 Westheimer, Suite 110</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77057</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination of Intellectual Property and Security Agreement and Assignment</u></p> <p>Execution Date: <u>2/28/02</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,280,225</u> <u>Reel 002105 Frame 0718</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Corporation Service Company</u> Internal Address: <u>Attn: Amy Lee Brady</u> _____ _____ Street Address: <u>80 State Street, 6th Floor</u> _____ City: <u>Albany</u> State: <u>NY</u> Zip: <u>12207</u></p>	<p>6. Total number of applications and registrations involved: <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p> <p>9. Signature. <u>Amy Lee Brady</u> <u>Amy L Brady</u> <u>3/28/2002</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/></p>	

US PATENT AND TRADEMARK OFFICE
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002481 FRAME: 0920

**TERMINATION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND ASSIGNMENT**

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT** (this "Termination") is executed to be effective as of the 28 day of February, 2002 (the "Effective Date"), by and among **EXPRESS FOODS GROUP LLC**, a Delaware limited liability company ("Borrower"), and certain subsidiaries and affiliates of Borrower (collectively, the "Grantors"), and **WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION**, a national banking association, in its capacity as Administrative Agent ("Administrative Agent"), for the benefit of each lender a party to that certain Credit Agreement described below (each a "Secured Party" and collectively, the "Secured Parties").

WITNESSETH:

WHEREAS, Borrower, the Grantors, Administrative Agent and Secured Parties entered into that certain Credit Agreement dated as of May 19, 2000 (as amended, the "Credit Agreement");

WHEREAS, as a condition for Secured Parties to enter into the Credit Agreement, Borrower, the Grantors, Administrative Agent and Secured Parties, entered into that certain Intellectual Property Security Agreement and Assignment (the "Security Agreement"), for the purpose of creating a first priority security interest in certain property of the Grantors securing the payment of certain obligations of Borrower, including, without limitation, a first lien priority security interest in and to all patents, trademarks and copyrights and any other Collateral (as defined in the Security Agreement), owned by Borrower as more particularly described therein;

WHEREAS, on even date herewith and effective as of the Effective Date, Borrower has satisfied all of its obligations and responsibilities under the terms and provisions of the Credit Agreement;

WHEREAS, Borrower, the Grantors, Administrative Agent and Secured Parties desire to terminate the Security Agreement;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by Borrower to Secured Parties, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. **Termination of Intellectual Property Security Agreement and Assignment.** Borrower, the Grantors and Secured Parties hereby mutually agree that the Security Agreement be, and it hereby is, terminated as of the Effective Date.

2. **Governing Law.** This Termination shall be construed in accordance with the laws of the State of Texas.

3. **Further Assurances.** The parties hereto agree to execute and deliver such instruments as are reasonably necessary to effectuate the transactions contemplated by this Termination, including, but not limited to, the execution and delivery by Secured Parties to Borrower of (a) a UCC-3 terminating the existing financing statement evidencing Secured Parties security interest in the Collateral set forth in the Intellectual Property Security Agreement and Assignment, and (b) all documents necessary to be filed with the United States Patent and Trademark Office to evidence the termination of the Intellectual Property Security Agreement and Assignment recorded with such office.

4. **Binding Effect.** This Termination and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Borrower and Secured Parties, and their respective successors and assigns.

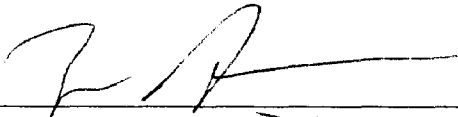
5. **Facsimile; Multiple Counterparts.** This Termination may be executed by facsimile signature and in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Termination this 27 day of February, 2002, to be effective as of the Effective Date.

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK TEXAS,
NATIONAL ASSOCIATION,** a National
Banking Association

By: 
Name: ZACH JOHNSON
Title: Vice President

BORROWERS AND GRANTORS:

By: _____
Lonnie Schiller, in his capacity as the Chief Executive Officer of EXPRESS FOODS GROUP LLC, a Delaware limited liability company, on its behalf and as sole Member of each of AUGUSTA FOODS HOLDINGS, LLC; TACO MILAGRO-KIRBY, LLC; CAFE EXPRESS HOLDINGS, LLC; AUGUSTA FOODS, LLC; CAFE EXPRESS - ADDISON, LLC; CAFE EXPRESS - ESPLANADE, LLC; CAFE EXPRESS - LOVERS LANE, LLC, CAFE EXPRESS - MCKINNEY, LLC; CAFE EXPRESS - MEYERLAND, LLC; CAFE EXPRESS - MOCKINGBIRD STATION, LLC; CAFE EXPRESS - MOMENTUM, LLC; CAFE EXPRESS - MUSEUM, LLC; CAFE EXPRESS - RIVER OAKS/KIRBY, LLC; CAFE EXPRESS - TOWN & COUNTRY, LLC; CAFE EXPRESS - UPTOWN PARK, LLC; and CAFE EXPRESS - WOODWAY, LLC (collectively, "GRANTORS")

Signature Page To
Termination of Intellectual Property
Security Agreement and Assignment


IN WITNESS WHEREOF, the parties have executed this Termination this 28th day of February, 2002, to be effective as of the Effective Date.

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK TEXAS,
NATIONAL ASSOCIATION, a National
Banking Association**

By: _____
Name: _____
Title: _____

BORROWERS AND GRANTORS:

By:  _____
Lonnie Schiller, in his capacity as the Chief Executive Officer of EXPRESS FOODS GROUP LLC, a Delaware limited liability company, on its behalf and as sole Member of each of AUGUSTA FOODS HOLDINGS, LLC; TACO MILAGRO-KIRBY, LLC; CAFE EXPRESS HOLDINGS, LLC; AUGUSTA FOODS, LLC; CAFE EXPRESS – ADDISON, LLC; CAFE EXPRESS – ESPLANADE, LLC; CAFE EXPRESS – LOVERS LANE, LLC, CAFE EXPRESS – MCKINNEY, LLC; CAFE EXPRESS – MEYERLAND, LLC; CAFE EXPRESS – MOCKINGBIRD STATION, LLC; CAFE EXPRESS – MOMENTUM, LLC; CAFE EXPRESS – MUSEUM, LLC; CAFE EXPRESS – RIVER OAKS/KIRBY, LLC; CAFE EXPRESS – TOWN & COUNTRY, LLC; CAFE EXPRESS – UPTOWN PARK, LLC; and CAFE EXPRESS – WOODWAY, LLC (collectively, "GRANTORS")

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