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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Fleet National Bank

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other National Association

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release of Security Interests

Execution Date: July 30, 2002

2. Name and address of receiving party(ies)

Name: Chart House, Inc., Chart House Enterprises, Inc., Chart House Acquisitions, Inc.

Street Address: 640 N. LaSalle, Suite 295

City: Chicago State: IL Zip: 60610

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,337,728 2,091,489

Additional number(s) attached Yes No

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

Name: Inna Tsimerman

Internal Address: Seyfarth Shaw

TDIAZ1 00000041 191351 2337728

40.00 CH 25.00 CH

Street Address: 55 E. Monroe Street

Suite 4200

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-1351

(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.

Inna Tsimerman

Name of Person Signing

Signature

Date Oct 6, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 002602 FRAME: 0757

RELEASE OF INTELLECTUAL PROPERTY LIENS

RELEASE dated as of July 30, 2002 with respect to (i) the Revolving Credit and Term Loan Agreement dated as of April 26, 1999 (as amended, the "*Credit Agreement*"), by and among Chart House Enterprises, Inc. (the "*Parent*"), Chart House, Inc. (the "*Borrower*"), the lenders party thereto and Fleet National Bank (formerly known as BankBoston N.A.) as administrative agent, (ii) that certain Trademark Collateral Security and Pledge Agreement dated as of April 26, 1999 (as amended, the "*Enterprises Trademark Security Agreement*") between Chart House Enterprises, Inc. and Fleet National Bank (the "*Secured Party*") and (iii) that certain Trademark Collateral Security and Pledge Agreement dated as of April 26, 1999 (as amended, the "*Acquisition Trademark Security Agreement*", and together with the Enterprises Trademark Security Agreement, the "*Security Agreements*") between the Chart House Acquisition, Inc. (together with Chart House Enterprises, Inc., the "*Debtors*") and the Secured Party. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Security Agreements, as the case may be.

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreements which were recorded in the records of the United States Patent and Trademark Office, the Debtors granted to the Secured Party a continuing security interest in the Pledged Trademarks, including, without limitation, those trademarks identified on Schedule A attached hereto;

WHEREAS, on July 30, 2002, the Debtors and the Borrower satisfied the Obligations by payment to the Banks of all amounts outstanding under the Credit Agreement and the other Loan Documents in full in cash; and

WHEREAS, the Secured Party wishes to (i) terminate the Security Agreements, (ii) release its security interest in the Pledged Trademarks and (iii) restore to the Debtor all right, title and interest in and to the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Pledged Trademarks, including, without limitation, those trademarks identified on Schedule A hereto, and discharges, quit claims and relinquishes unto the Company (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Pledged Trademarks.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

FLEET NATIONAL BANK, as Secured Party

By: Cori M. Barrett
Name: CORINNE M. BARRETT
Title: Sr. V.P.

SCHEDULE A

Trademarks and Trademark Registrations

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration Number</u>	<u>Registration Date</u>
THE CHART HOUSE & Design	0944,243	October 3, 1972
CHART HOUSE	1,061,033	March 8, 1977
PEOHE'S (Stylized)	1,507,587	October 4, 1988
PEOHE'S & Design	1,514,976	November 29, 1988
STICK IN THE MUD1	098302	November 9, 1993
ALOHA CLUB	2,001,748	September 17, 1996
ALOHA CLUB & Design	2,004,628	October 1, 1996
CHART HOUSE & Design	2,086,009	August 5, 1997
ANGELO AND MAXIE'S	2,091,489	August 26, 1997
CELEBRATE THE END OF ANOTHER GREAT DAY	2,300,626	December 14, 1999
ANGELO AND MAXIE'S STEAKHOUSE & Design	2,337,728	April 4, 2000
VIEWPOINTS	2,422,047	January 16, 2001
A GETAWAY FROM THE EVERYDAY	2,425,690	January 30, 2001
SERIOUS ABOUT SEAFOOD	2,463,733	June 26, 2001
NEVER 2 HIP	2,469,700	July 17, 2001
GENERATION 2 STEAKHOUSE	2,471,598	July 24, 2001

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
FRESH SEAFOOD. AGED BEEF. TIMELESS VIEWS.	75/405,063	December 15, 1997
FRESH SEAFOOD. AGED BEEF. TIMELESS SETTINGS.	75/405,865	December 15, 1997
CHART HOUSE & Design (US)	(Unfiled)	
CHART HOUSE & Design (US)	(Unfiled)	
BEYOND THE SEA	76/237,060	April 6, 2001
BEYOND THE SEA (Stylized)	76/237,061	April 6, 2001

1 Mark is a California State Trademark Registration, not a federal registration.