

11-05-2002

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



102272261

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

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

1. Name of conveying party(ies):

Bank of America, N.A.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination & Release of Security

Execution Date: October 11, 2002

2. Name and address of receiving party(ies)

Name: BUCA, Inc.

Internal

Address:

Street Address: 1300 Nicollet Mall, Suite 50

City: Minneapolis State: MN Zip: 55403

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 registration number(s):

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional number(s) attached Yes No

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

Name: Andrew Nash

Internal Address: Bingham McCutchen

Street Address: 150 Federal Street

City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41): \$ 350.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

11/05/2002 JYALLAH2 00000003 2139003

01 FC:8521 02 FC:8522

Andrew Nash Name of Person Signing

40.00 OP 325.00 OP

Signature

25 October 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

SENT VIA U.S. POST OFFICE EXPRESS MAIL ON 25 Oct. 2002, RECEIPT NUMBER

TRADEMARK REEL: 002610 FRAME: 0456

Exhibit A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office		
	<u>Registration No.</u>	<u>Registration Date</u>	
BUCA DI BEPPO	2139003	2/24/98	USA
BEPPO	2133290	1/27/98	USA
BUCA	2058534	5/6/97	USA

<u>Trademark</u> or <u>Service Mark</u>	<u>Pending Applications --</u> United States Patent and Trademark Office		
	<u>Serial No.</u>	<u>Filing Date</u>	
BUCA DI BEPPO (Stylized)	76/193,829	1/16/01	USA
BUCA DI BEPPO & Design (Boot)	76/193,828	1/16/01	USA
BUCA DI BEPPO & Design (Blade Sign)	76/295,940	8/7/01	USA
BUCA DI BEPPO & Design (Mama)	76/296,920	8/7/01	USA
BUCA BREATH.	76/246,241	4/25/01	USA
BUCA BREATH. ACCEPT ONLY THE ORIGINAL	76/246/630	4/25/01	USA
Design (Framed Mama Portrait)	76/296,608	8/7/01	USA
Design (Curtain)	76/194,416	1/16/01	USA
Design (Smoking Cherub)	76/194,415	1/16/01	USA
Design (Angels)	76/194,414	1/16/01	USA
Design (Pouring Chianti Bottle)	76/193,827	1/16/01	USA

**TERMINATION AND RELEASE
OF SECURITY INTERESTS
IN CERTAIN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS ("Release"), dated as of October 11, 2002, by **BANK OF AMERICA, N.A.**, a national banking association with an office at 231 South LaSalle Street, Chicago, Illinois 60604, as agent (the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Banks") which are parties to that certain Credit Agreement dated as of August 28, 2001 (as amended and in effect from time to time, the "Credit Agreement"), among BUCA, Inc. (the "Company"), the Agent and the Banks.

WHEREAS, pursuant to the terms of the Collateral Assignment of Trademarks, dated as of August 28, 2001, between the Company and the Agent and recorded with the PTO on or about October 29, 2001 (Reel Number 2435 and Frame Number 0396) (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Company to the Agent, on behalf of itself and the Banks, the Company granted to the Agent, for the benefit of the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

1. **Release and Assignment**. The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.
2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.
3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

BANK OF AMERICA, N.A., as Agent

By: David A. Johanson
Name: David A. Johanson
Title: Vice President

BUCA, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ~~CONNECTICUT~~ ILLINOIS)
) ss.
COUNTY OF ~~HARTFORD~~ COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11th day of October, 2002, personally appeared DAVID A. JOHANSON to me known personally, and who, being by me duly sworn, deposes and says that he is a vice president of **BANK OF AMERICA, N.A.** and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.



Maria Paggao
Notary Public
My Commission Expires: 2/1/06

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

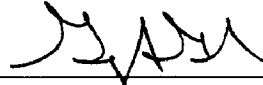
BANK OF AMERICA, N.A., as Agent

By: _____

Name:

Title:

BUCA, INC.

By:  _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)
)ss.
COUNTY OF HARTFORD)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of October, 2002, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of **BANK OF AMERICA, N.A.** and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

Notary Public
My Commission Expires:

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OF SECURITY INTERESTS
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WHEREAS, pursuant to the terms of the Collateral Assignment of Trademarks, dated as of August 28, 2001, between the Company and the Agent and recorded with the PTO on or about October 29, 2001 (Reel Number 2435 and Frame Number 0396) (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Company to the Agent, on behalf of itself and the Banks, the Company granted to the Agent, for the benefit of the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

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BANK OF AMERICA, N.A., as Agent

By: David A. Johanson
 Name: David A. Johanson
 Title: Vice President

BUCA, INC.

By: _____
 Name:
 Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ~~CONNECTICUT~~ ILLINOIS)
) ss.
 COUNTY OF ~~HARTFORD~~ COOK)

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Maria Pagdao
 Notary Public
 My Commission Expires: 2/1/05

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

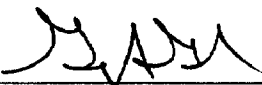
BANK OF AMERICA, N.A., as Agent

By: _____

Name:

Title:

BUCA, INC.

By: 

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT

)

)ss.

COUNTY OF HARTFORD

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of October, 2002, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of **BANK OF AMERICA, N.A.** and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

Notary Public

My Commission Expires:

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