

03-26-2003

Form PTO-1594  
(Rev. 03/01)

3-24-03 RI



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

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.

1. Name of conveying party(ies):

The Noodle Shop, Co. (a Colorado Corporation)

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

Execution Date: March 7, 2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: GA 1-006-13-20-13th Floor

Street Address: 600 Peachtree Street

City: Atlanta State: Georgia Zip: 30308

- Individual(s) citizenship \_\_\_\_\_
- Association National Banking 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

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FINANCE SECTION

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

A. Trademark Application No.(s)

76/229,964; 76/248,150; 76/248,151

B. Trademark Registration No.(s)

2,141,888; 2,612,158; 2,653,588

Additional number(s) attached  Yes  No

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

Name: Brian J. Anderson

Internal Address: Morris, Manning & Martin, LLP

Street Address: 3343 Peachtree Road, N.E.

City: Atlanta State: Georgia Zip: 30326

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

- 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**

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.

Brian J. Anderson

Name of Person Signing

  
Signature

March 17, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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40.00 DP  
300.00 DP

**Recordation Form Cover Sheet**  
**TRADEMARKS**  
**Continued**

4A. Application Numbers:

76/248,154; 76/248,153; 76/229,965; and 76/248,152.

4B. Registration Numbers:

2,547,018; 2,651,073; and 2,651,360.

**EXHIBIT A****THE NOODLE SHOP CO.  
Status Chart**

<b>Service Mark</b>	<b>(Application No.) Registration No.</b>	<b>(Application Date) Registrations Date</b>	<b>Remarks</b>	<b>Status</b>
NOODLES & COMPANY & Design	2,141,888	03/10/98	REGISTERED Section 8 & 15 due: 03/10/04	®
EVERY GUEST, EVERY BOWL, EVERY TIME	(76/230,481)	(06/23/01)	PENDING Response to Office Action due: 02/06/02	SM
GLOBAL NOODLE SHOP	(76/229,964)	(03/23/01)	PENDING Response to Office Action due: 2/08/02	SM
JAPANESE PAN NOODLES	(76/248,151)	(04/05/01)	PENDING Response to Office Action due: 02/28/02	SM
KNOW YOUR NOODLE	(76/230,482)	(03/23/01)	PENDING Response to Office Action due: 02/13/02	SM
NOODLES & COMPANY	(76/230,756)	(03/23/01)	PENDING	SM
NOODLES & COMPANY & Design	(76/026,711)	(04/14/00)	PENDING Response to Office Action due: 01/03/02	SM
PASTAFARIANS REJOICE	(76/229,966)	(03/23/01)	PENDING Response to Office Action due: 02/08/02	SM
PESTO CAVATAPPI	(76/248,150)	(04/05/01)	PENDING Response to Office Action due: 02/22/02	SM

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PUDDIN' COOKIE	(76/248,154)	(04/05/01)	PENDING Response to Office Action due: 02/22/02	SM
STONE OVEN FLATBREAD	(76/248,153)	(04/05/01)	PENDING Response to Office Action due: 02/24/02	SM
WICKED GOOD.	(76/229,965)	(03/23/01)	PENDING Response to Office Action due: 02/06/02	SM
WISCONSIN MAC & CHEESE	(76/248,152)	(04/05/01)	PENDING Response to Office Action due: 02/28/02	SM

TERMINATION OF SECURITY INTEREST

AnchorBank, fsb (the "Bank"), a federally chartered stock savings and loan, hereby upon execution terminates the security interest ("Security Interest") as granted by the Grant of Security Interest in Trademarks/ServiceMarks executed on or about October 15, 2001 (the "Security Agreement") by and between the Bank and The Noodle Shop, Co. d/b/a Noodles & Company, a Colorado corporation, which, as of January 1, 2003, was merged into Noodles & Company, a Delaware corporation and the surviving entity ("Noodles"), The Noodle Shop, Co. - Illinois, Inc., an Illinois corporation ("Noodles-IL"), The Noodle Shop, Co. - Minnesota, Inc., a Minnesota corporation ("Noodles-MN"), The Noodle Shop, Co. - Wisconsin, Inc., a Wisconsin corporation ("Noodles-WI"), The Noodle Shop, Co. - Maryland, Inc., a Maryland corporation, The Noodle Shop, Co. - District of Columbia, Inc., a District of Columbia corporation, The Noodle Shop, Co. - Virginia, Inc., a Virginia corporation, and The Noodle Shop, Co. - Colorado, Inc., a Colorado corporation (the "Assignors") on the terms set forth below.

WHEREAS, the Bank and the Assignors executed the Security Agreement pursuant to that certain Term Loan Agreement dated October 15, 2001 by and between the Bank and the Assignors (including each and every affiliate and subsidiary of any of the Assignors, then existing or thereafter created) (as amended, the "Loan Agreement");

WHEREAS, the Security Agreement granted to the Bank a security interest in all of the Assignors' trademarks and service marks described on Exhibit A attached thereto, whether then existing or subsequently acquired;

WHEREAS, the Security Agreement served as security for payment of the obligations of the Assignors, or certain of them, under the following documents and instruments (together, as amended, and including but not limited to, all principal, interest, late charges, premiums, if any, fees and costs (including, but not limited to attorneys' fees) arising under any of the following documents and instruments, the "Obligations"):

1. The Loan Agreement;
2. Master Note dated October 15, 2001 given by the Assignors to the Bank in the original principal amount of \$6,000,000;
3. Business Note dated February 13, 1997 given by Noodles to the Bank in the original principal amount of \$300,000;
4. Term Loan Agreement dated August 19, 1999 by and between Noodles and the Bank (as modified from time to time);
5. Master Note dated August 19, 1999 given by Noodles to the Bank in the original principal amount of \$2,500,000;
6. Term Loan Agreement dated January 12, 2001 by and between Noodles, Noodles-IL, Noodles-MN and Noodles-WI, as the borrowers, and the Bank (as modified from time to time);
7. Master Note dated January 12, 2001 given by Noodles, Noodles-IL, Noodles-MN and Noodles-WI to the Bank in the original principal amount of \$2,500,000.
8. Business Note dated April 15, 2000 given by Noodles to the Bank in the original principal amount of \$206,587.91; and
9. All other documents executed in connection with or relating to the documents set forth in 1 through 8 above.

WHEREAS, the Assignors have satisfied all of the Obligations, including, but not limited to, the terms and conditions of the Loan Agreement.

NOW THEREFORE, the Bank hereby terminates the Security Interest granted by the Security Agreement.

executed in Madison, Wisconsin as of the 7<sup>th</sup> day of March, 2003.

AnchorBank, fsb



Name: Brian Zimdars  
Title: Vice President

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