

05-06-2003



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

102440184

U.S. 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):
US Bank, National Association

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

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

2. Name and address of receiving party(ies)
Name: BUCA, Inc
Internal
Address: _____
Street Address: 1300 Nicollet Ave Ste 3043
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 24, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
NONE

B. Trademark Registration No.(s)
2,058,534; 2,139,003; 2,133,290

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sabrina Navis
Internal Address: OS-WI-CCCL
Street Address: PO Box 3487
City: Oshkosh State: WI Zip: 54903

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00
 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.

Judith Long, Vice President [Signature] April 24, 2003
Name of Person Signing Signature Date

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

05/05/2003 19IAZ1 00000038 2058534

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

01 FC:0521 40.00 DP
02 FC:0522 50.00 DP

TRADEMARK
REEL: 002724 FRAME: 0882

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **April 24, 2003** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **02/05/99** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement") on **02/16/99** as **Reel # 1856 and Frame # 0560**, among **BUCA, Inc.**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

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 Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **BUCA, Inc.**, (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 Intellectual Property Collateral including those listed in the attached schedules.

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

U.S. Bank National Association

Phyllis A. Fryman

Phyllis A. Fryman, Assistant Commercial Officer

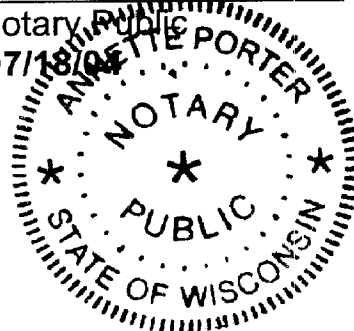
STATE OF WISCONSIN)SS.
COUNTY OF WINNEBAGO)

On this **April 24, 2003**, before me appeared **Phyllis A. Fryman** to me personally known, who being by me duly sworn did say that he/she is **Assistant Commercial Officer** of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

Annette Porter

Annette Porter, Notary Public
My term expires: 07/18/04



Customer: #3378304399 Cost Center: #0000324

TRADEMARK
REEL: 002724 FRAME: 0884

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **April 24, 2003** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **09/27/99** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement") on **10/04/99** as **Reel # 001971 and Frame # 0202**, among **BUCA, Inc.**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

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 Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **BUCA, Inc.**, (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 Intellectual Property Collateral including those listed in the attached schedules.

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U.S. Bank National Association




Phyllis A. Fryman, Assistant Commercial Officer

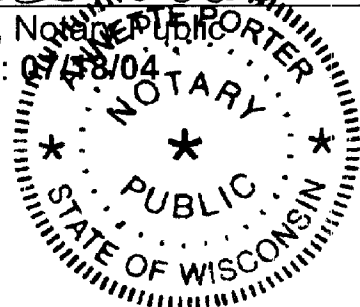
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On this **April 24, 2003**, before me appeared **Phyllis A. Fryman** to me personally known, who being by me duly sworn did say that he/she is **Assistant Commercial Officer** of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors; and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.



Annette Porter, Notary Public
My term expires: **07/28/04**



Customer: #3378304399 Cost Center: #0000324