

06-09-2003

6-903

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



102467118

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):
Credit Suisse First Boston, as Collateral Agent

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: Distinctive Dining, Inc.
Internal Address: _____
Street Address: 1460 Buffet Way
City: Eagan State: MN Zip: 55121

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State MN
 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 Release

Execution Date: 05/29/2003

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

A. Trademark Application No.(s)
75/872428

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Penelope Agodoa
Internal Address: Federal Research Corporation
Street Address: 1030 15th Street, NW
Suite 920
City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 9000

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.

Oghale Jituboh Oghale Jituboh 06/06/2003
Name of Person Signing Signature Date

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

06/10/2003 6TON11 00000019 75872428

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

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

TRADEMARK
REEL: 002748 FRAME: 0630

CREDIT SUISSE FIRST BOSTON
Eleven Madison Avenue
New York, NY 10010

May 29, 2003

Buffets, Inc.
1460 Buffet Way
Eagan, MN 55121
Attention of Michael Andrews, Chief Financial Officer

Distinctive Dining, Inc.
1460 Buffet Way
Eagan, MN 55121
Attention of Michael Andrews, Chief Financial Officer

HomeTown Buffet, Inc.
1460 Buffet Way
Eagan, MN 55121
Attention of Michael Andrews, Chief Financial Officer

OCB Restaurant Co.
1460 Buffet Way
Eagan, MN 55121
Attention of Michael Andrews, Chief Financial Officer

Buffets, Inc. Senior Secured Credit Facilities
Roadhouse Disposition Collateral Release

Ladies and Gentlemen:

Reference is made to (a) the Credit Agreement dated as of June 28, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Buffets, Inc., a Minnesota corporation (the "Borrower"), Buffets Holdings, Inc., a Delaware corporation, the lenders from time to time party thereto, and Credit Suisse First Boston, as administrative agent and as collateral agent (in such capacities, the "Agent") and (b) the Asset Purchase Agreement dated as of September 9, 2002 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Borrower, HomeTown Buffet, Inc., a Delaware corporation ("HTB"), OCB Restaurant Co., a Minnesota corporation ("OCB"), and Distinctive Dining, Inc., a Minnesota corporation, (collectively, the "Sellers"), and O.R.G. Restaurants, L.L.C., a California limited liability company. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Credit Agreement.

The Borrower has advised the Agent (a) that the Sellers will, pursuant to the Purchase Agreement, sell substantially all of the assets of Distinctive Dining, Inc., certain assets, the legal title to which is held by OCB (the "OCB Assets"), and certain

assets, the legal title to which is held by HTB (the "HTB Assets"), and (b) the transactions contemplated by the Purchase Agreement qualify as the Roadhouse Disposition.

Pursuant to Section 9.17 of the Credit Agreement, the Agent hereby agrees that, concurrent with the Closing (as defined in the Purchase Agreement), any Liens, assignments and security interests of whatever nature (collectively, "Security Arrangements"), arising under the Loan Documents, in the Assets (as defined in the Purchase Agreement as in effect on the date hereof) are hereby released, terminated and surrendered in each case, without representation, warranty or recourse. The foregoing notwithstanding, Agent and Sellers hereby agree that any Security Arrangements with respect to the Assets, specifically including the OCB Assets and the HTB Assets, shall only be released, surrendered or terminated if, concurrently with the Closing, the Agent shall have received written confirmation from LandAmerica Financial Group, Inc. (the "Escrow Agent") of receipt by it in that certain Escrow No. CHI-03708A and that certain Escrow No. CHI-03708B (collectively, the "Closing Escrow") of an aggregate amount at least equal to \$ 23,260,000 (the "Closing Escrow Amount"). Until such time as the Agent shall receive such written confirmation from the Escrow Agent, the Assets shall remain subject to the Security Arrangements, including following any transfer thereof to any party.

Concurrently with such release and such "Closing", the Agent agrees, at the Borrower's expense (which expenses Borrower agrees to pay), promptly to do all things which may be reasonably requested by the Borrower to effect and evidence of record the foregoing release, including, without limitation, to file: (a) UCC amendments in the form attached hereto as Exhibit A in the appropriate filing jurisdictions and (b) copies of this letter agreement with the United States Patent and Trademark Office to evidence the release of its security interests in the intellectual property described on Exhibit B attached hereto (together with any other documents, if any, required by the United States Patent and Trademark Office to cause such security interests to be released of record).

Upon receipt of the written confirmation from the Escrow Agent described above, we agree promptly to deliver to you the acknowledgment attached hereto in the form of Exhibit C.

By signing this letter agreement, the Sellers acknowledge that the funds representing the Closing Escrow Amount (the "Closing Proceeds"), when released from the Closing Escrow or from those certain escrows pertaining to the transfer of liquor licenses in the State of California, as applicable, will be required to be paid to the Agent as a mandatory prepayment of the Term Loans in accordance with Section 2.13 of the Credit Agreement to the extent that such Closing Proceeds are Net Cash Proceeds (any such mandatory prepayment, a "Mandatory Prepayment"). For the avoidance of doubt, the Agent acknowledges that, while such a Mandatory Prepayment is required by Section 2.13 of the Credit Agreement to the extent that any Closing Proceeds become Net Cash

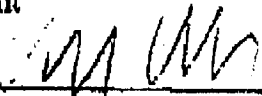
Proceeds, the release of the Security Arrangements contemplated by this letter agreement is not conditioned upon the payment of any Mandatory Prepayment.

This letter agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

DocId:31764827/610

Very truly yours,

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands
Branch, as Administrative Agent and as
Collateral Agent

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name: WILLIAM KINGSBURY
Title: VICE PRESIDENT

Accepted and agreed to as of the date first
above written:

BUFFETS, INC.

By: R. Michael Andrews
Name: R. Michael Andrews
Title: EVP CFO

DISTINCTIVE DINING, INC.

By: R. Michael Andrews
Name: R. Michael Andrews
Title: EVP CFO

OCB RESTAURANT CO.

By: R. Michael Andrews
Name: R. Michael Andrews
Title: EVP CFO

HOMETOWN BUFFET, INC.

By: R. Michael Andrews
Name: R. Michael Andrews
Title: EVP CFO

Doc # 2006-48876-10

UCC Amendments

Doc #NY648876.10

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **20024563928** 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-g (if applicable.)

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
OR **Distinctive Dining, Inc.**

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire related collateral description, or described collateral assigned.
All assets of the debtor located at the restaurants owned or operated by the debtor under the name "The Original Roadhouse Grill" that are used by the debtor in the operation of such restaurants, all as more specifically described on Annex I hereto and incorporated by reference herein.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR **Credit Suisse First Boston, as collateral agent.**

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING/OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC3) (REV. 07/29/98)

ANNEX I

A. This Annex I, with Schedules attached hereto, consisting of six (6) pages, is attached to and incorporated in a UCC Financing Statement Amendment to UCC Financing Statement #20024563928 (the "Financing Statement") naming **DISTINCTIVE DINING, INC.**, a Minnesota corporation, as the debtor and Credit Suisse First Boston, as collateral agent, as the secured party. All of the assets located at the Restaurants that are used by the Debtor in the operation of the Restaurants, including but not limited to the following, are deleted from the description of collateral contained in the Financing Statement:

- (i) all furniture, fixtures, equipment and personal property, including, without limitation, cash registers owned or leased by the Debtor and used in the Restaurants or located at the Restaurants;
- (ii) all rights of the Debtor as lessee under the Equipment Leases;
- (iii) all of the Debtor's right, title and interest in and to all Assumed Contracts;
- (iv) all of the Debtor's rights, title and interest in and to all patents, copyrights, trademarks, domain names, concepts, service marks, trade names, inventions, trade secrets, know-how and all plans, drawings, renderings, elevations, architectural plans, blueprints and layouts for the Restaurants that are already in operation and other similar types of proprietary intellectual property rights used by the Debtor exclusively in the operation of the Business, including but not limited to, the list of registered trademarks set forth on Schedule 1 hereto;
- (v) all goodwill associated with the Business;
- (vi) the Inventory;
- (vii) the Register Cash; and
- (viii) the Liquor Licenses.

B. As used herein, the following items shall have the following meanings:

"Assumed Contracts" means all of the contracts, including Store Level Service Agreements, relating primarily to the operations of the Restaurants as set forth on Schedule 2 attached hereto and any other contract or agreement, oral or written, that relates primarily to the Business.

"Business" means the Debtor's business related to owning and operating the Restaurants.

"Debtor" means Distinctive Dining, Inc., a Minnesota corporation.

"Equipment Leases" means all of the equipment leases listed on Schedule 3 attached hereto.

"Inventory" means all merchantable inventory of food, beverages and other consumables, paper and supplies, as well as new uniforms, smallwares and promotional items located at the Restaurants.

"Liquor Licenses" means any and all liquor licenses primarily related to the Business.

"Register Cash" means all cash located in the Restaurants in the ordinary course of business.

"Restaurants" means the restaurants owned and/or operated by the Debtor, as set forth on Schedule 4 attached hereto.

"Store Level Service Agreements" means all contracts negotiated and executed at store level, including, but not limited to, janitorial services, garbage removal, grease trap cleaning services, linen contracts, landscaping contracts and other service or maintenance agreements.

[Remainder of page is intentionally left blank]

Trademarks

Mark	Application Number	File Date	Registration #	Registration Date
Jeans.Beer.Steaks	75/872428	12/15/99	N/A	

Mark	Application Number	File Date	Registration #	Registration Date
The Original Roadhouse Grill	75/462198	4/6/98	2258272	6/29/99

Doc #: NY6:447694.4

Contracts

1. Uniform Agreement between Raylco, Inc., an Oregon corporation, and Original Roadhouse Grill, dated as of May 22, 2001.

Doc #NY64476944

Equipment Leases

<u>Store</u>	<u>Vendor</u>	<u>Lease Type</u>
651 Gresham, OR	Mt. Hood Vending	Jukebox
653 Medford, OR	Crater Music Co.	Jukebox
655 Bakersfield, CA	Modern Amusement	Jukebox
659 Long Beach, CA	TD Rowe	Jukebox
661 Santa Maria, CA	Coin Amusement	Jukebox
663 Temecula, CA	LA Jukebox	Jukebox
664 Burnsville, MN	American Amusement	Jukebox/golf game
665 Victorville, CA	LA Jukebox	Jukebox

Doc# NY64476944

Restaurants

- | | | | |
|------|---|------|---|
| #651 | 2370 East Burnside Avenue
Gresham, OR 97080 | #660 | Sackett & Peters Shopping
Center
15156 E. Wittier Blvd.
Whittier, CA 90603 |
| #653 | 2699 Jacksonville Highway
Medford, OR 97501 | #661 | 1423 South Bradley Road
Santa Maria, CA 93454 |
| #654 | 481 Lancaster Drive, NE
Salem, OR 97301 | #662 | Commerce Square Shopping
Center
110 Knoll Road
San Marcos, CA 92069 |
| #655 | Northwest Promenade
8490 Rosedale Highway
Bakersfield, CA 93312 | #663 | Promenade Mall
26440 Ynez Road
Temecula, CA 92590 |
| #657 | Gateway Mall
3018 Gateway Street
Springfield, OR 97477 | #664 | 50 East County Road 42
Burnsville, MN 55337 |
| #658 | Riverside Plaza Shopping Center
3838 Tyler Street
Riverside, CA | #665 | 11940 Amargosa Road
Victorville, CA 92392 |
| #659 | Long Beach Towne Center
7391 Carson Blvd.
Long Beach, CA 90808 | | |

Doc #NY64478944

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **20024563847**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (all or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
OR **Buffets, Inc.**

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire related collateral description, or described collateral assigned

The trademark for "The Original Roadhouse Grill", all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill, all as more specifically described on Annex I hereto and incorporated by reference herein.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR **Credit Suisse First Boston, as collateral agent.**

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC3) (REV. 07/29/98)

ANNEX I

A. This Annex I, with the Schedule 1 attached hereto, consisting of two (2) pages, is attached to and incorporated into a UCC Financing Statement Amendment to UCC Financing Statement #20024563847 (the "Financing Statement") naming BUFFETS, INC., a Minnesota corporation, as the debtor and Credit Suisse First Boston, as collateral agent, as the secured party. The following assets are deleted from the description of collateral contained in the Financing Statement:

(i) The Trademark listed on Schedule 1 hereto.

B. As used herein, the following item shall have the following meaning:

"Trademark" means all of the following now owned or hereafter acquired by the debtor: (a) all trademarks, service marks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

[Remainder of page is intentionally left blank]

Trademark

Mark	Application Number	File Date	Registration #	Registration Date
The Original Roadhouse Grill	75/462198	4/6/98	2258272	6/29/99

Doc #NY649559.2

Released Intellectual Property

THE ORIGINAL ROADHOUSE GRILL	75/462198	2258272
JEANS. BEER. STEAKS.	75/872428	

Doc #NY6:488776.10