

6-9-03

06-12-2003

1-FORM PTO-1594 (modified)
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



DEPARTMENT OF COMMERCE
Trademark Office

102470882

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

1. Name of conveying party(ies):
Heller Financial, Inc.
 Individual Association
 General Partnership Limited Partnership
 Corporation: DELAWARE
 Other:
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Zatarain's Partnership, L.P.
Street Address: 82 First Street
Gretna, Louisiana 70053
 Individual(s) citizenship: _____
 Association _____
 General Partnership of: _____
 Limited Partnership of: DELAWARE
 Corporation: _____
 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 of Security Interest
Execution Date: October 6, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

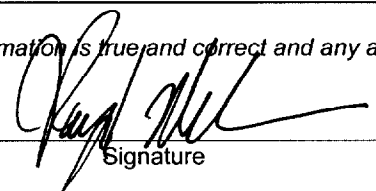
B. Trademark Registration No.(s)
733,499 773,245
773,269 1,654,422

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Raymond Millien, Esq.
Internal Address: PIPER RUDNICK LLP
Street Address: 1200 Nineteenth Street, NW
City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: **4**
7. Total fee (37 C.F.R. § 3.41). \$ 115.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
501150
(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.
Raymond Millien, Esq.  06/09/2003
Name of Person Signing Signature Date

Total no. of pages incl. cover sheets, attachments, and document: 5

06/11/2003 6TON11 00000176 733499
01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

TRADEMARK
REEL: 002752 FRAME: 0117

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made nunc pro tunc effective as of **October 6, 2000** ("**Effective Date**") by and between **Zatarain's Partnership, L.P.** (*i.e.*, trademark owner), a Delaware partnership, with its principal office at 82 First Street, Gretna, Louisiana 70053 ("**Grantor**") and **Heller Financial, Inc.**, a Delaware corporation, with its principal office at 101 Park Avenue, New York, New York 10178 ("**Grantee**").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated August 5, 1993 (the "**Trademark Security Agreement**"), Grantor granted to Grantee a continuing security interest in, to and under all of Grantor's right, title and interest in all of the trademarks, and registrations of and applications to register the foregoing, (collectively, the "**Trademarks**") including, without limitation, the United States trademark registrations set forth on **Schedule A** attached hereto, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on September 27, 1993, at Reel 1038, Frame 0378; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and hereby assigns and transfers any and all interest Grantee may have in and to the Trademarks to Grantor.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world;

Grantee shall at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

HELLER FINANCIAL, INC.

Marc Pressler

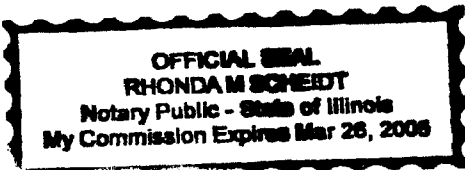
Name: MARC Pressler

Title: Senior Vice President

STATE OF Illinois)
COUNTY OF County) SS.

On this 2nd day of June, there appeared before me Marc Pressler, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Heller Financial, Inc.

Rhonda Scheidt
Notary Public



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

FISH-FRI ¹	Reg. No. 733,499
ZATARAIN'S	Reg. No. 773,245
ZATARAIN'S	Reg. No. 773,269
Z ZATARAIN'S and design	Reg. No. 1,654,422