

08-15-2003

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Tab settings



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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):

Fleet National Bank

7-18-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Sec. agreement termination
- Merger
- Change of Name

Execution Date: 07/07/2003

2. Name and address of receiving party(ies)

Name: Morton's of Chicago, Inc. &

Internal

Address:

Street Address: 350 West Hubbard Street

City: Chicago State: IL Zip: 60610

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- 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

B. Trademark Registration No.(s)
see attached

2001 936

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- 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.

Amy Lee Brady

Name of Person Signing

Signature

07/11/2003

Date

Total number of pages including cover sheet, attachments, and document: 11

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

08/14/2003 LHMELLER 00000160 2001936

01 FC:8521
02 FC:8522

40.00 OP
225.00 OP

TRADEMARK
REEL: 002802 FRAME: 0028

ADDITIONAL RECEIVING PARTY IS:

Bertolini's Restaurants, Inc.
350 West Hubbard Street
Chicago, IL 60610

A Delaware Corporation

EXHIBIT A

TRADEMARK SCHEDULE FOR MORTON'S OF CHICAGO, INC.

1. Federal Trademark Registrations

TRADEMARKS	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	STATUS
YOUR DESIRES HAVE COME OF AGE	2,001,936	9/17/96	Registered
ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	1,832,491	4/19/94	Registered
ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	1,829,038	3/29/94	Registered
ARNIE MORTON'S OF CHICAGO	1,829,037	3/29/94	Registered
MORTON'S OF CHICAGO THE STEAKHOUSE	1,738,748	12/8/92	Renewed
MORTON'S OF CHICAGO	1,647,095	6/4/91	Renewed
MORTON'S OF CHICAGO	1,647,093	6/4/91	Renewed
MORTON'S	1,505,273	9/20/98	Registered

TRADEMARK SCHEDULE FOR BERTOLINI'S RESTAURANTS, INC.

TRADEMARK	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	STATUS
BERTOLINI'S AUTHENTIC TRATTORIA	2,000,988	9/17/96	Registered
BERTOLINI'S	1,998,053	9/3/96	Registered Section 2(F)

TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

THIS TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

(the "Termination") is made as of this 7th day of July, 2003, by Fleet National Bank (f/k/a BankBoston, N.A.), as agent for certain lenders ("Fleet") pursuant to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 19, 1995, as amended, modified or supplemented from time to time (the "Credit Agreement") in favor of Morton's of Chicago, Inc. ("Morton's") and Bertolini's Restaurants, Inc. ("Bertolini's").

WHEREAS, pursuant to the Credit Agreement, (i) Morton's made that certain Trademark Security Collateral Assignment and Security Agreement, dated as of July 27, 1989, as amended, modified or supplemented from time to time (the "Morton's Trademark Security Agreement") in favor of Fleet and (ii) Bertolini's made that certain Trademark and Security Collateral Assignment and Security Agreement, dated as of February 6, 1997, as amended, modified or supplemented from time to time (the "Bertolini's Trademark Security Agreement" and together with the Morton's Trademark Security Agreement, collectively the "Security Agreements") in favor of Fleet;

WHEREAS, the Morton's Trademark Security Agreement was recorded at the United States Patent and Trademark Office on August 7, 1989, January 26, 1993 and February 21, 1997 and the Bertolini's Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 21, 1997; and

WHEREAS, pursuant to the Security Agreements, each of Morton's and Bertolini's granted to Fleet a continuing security interest in its right, title and interest in and to all Trademark Collateral, as defined in the respective Security Agreement, including without

limitation, the trademark registrations and applications listed on Exhibit A attached hereto and made a part hereof.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Fleet, in its capacity as agent for the Lenders (as defined in the Credit Agreement), hereby unconditionally and expressly terminates the Security Agreements and releases its security interest in and to the Trademark Collateral, (including, without limitation, the trademark registrations and applications listed on Exhibit A attached hereto) and Fleet hereby assigns any such right, title and interest it may have in the Trademark Collateral (if any) to Morton's and Bertolini's, as applicable. Fleet represents and warrants that it has the full power and authority to execute this Termination and to release its security interest in the Trademark Collateral. Fleet further represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral. Fleet further agrees, at the request and expense of Morton's and Bertolini's, to execute and deliver to Morton's and Bertolini's such further documents or instruments which Morton's or Bertolini's may reasonably request, and to do any further acts reasonably necessary to effectuate the release contemplated hereby. This Termination shall be binding upon Fleet's legal representatives, assigns and successors.

[signature page follows]

FLEET NATIONAL BANK (formerly known as
BankBoston, N.A.), as agent

By: Robert W. MacEhiney
Name: Robert W. MacEhiney
Title Director

EXHIBIT A**TRADEMARK SCHEDULE FOR MORTON'S OF CHICAGO, INC.**

1. Federal Trademark Registrations

TRADEMARKS	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	STATUS
THE MALT SHOP	74/700,745	7/13/95	Abandoned
YOUR DESIRES HAVE COME OF AGE	2,001,936	9/17/96	Registered
EVERY GREAT CITY HAS ONE GREAT STEAKHOUSE	74/543,682	6/30/94	Cancelled
ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	1,832,491	4/19/94	Registered
ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	1,829,038	3/29/94	Registered
ARNIE MORTON'S OF CHICAGO	1,829,037	3/29/94	Registered
RARELY ARE STEAKS DONE SO WELL	1,707,424	8/11/92	Cancelled
MORTON'S OF CHICAGO THE STEAKHOUSE	1,738,748	12/8/92	Renewed
MORTON'S OF CHICAGO	1,647,095	6/4/91	Renewed
MORTON'S OF CHICAGO	1,647,093	6/4/91	Renewed
MORTON'S	1,505,273	9/20/98	Registered

2. State Trademark Registrations

MORTON'S	21,365	5/16/03	Registered
MORTON'S		4/24/03	Registered
MORTON'S	30,327	1/25/02	Registered
MORTON'S	47,958	5/30/01	Registered
MORTON'S	14,375	3/6/02	Registered
MORTON'S	21,437	2/8/02	Registered
MORTON'S	20,020,043	1/25/02	Registered
MORTON'S	\$35,642	1/30/02	Registered
MORTON'S	199,800,428	3/17/98	Registered
MORTON'S	41,132	3/8/88	Renewed
MORTON'S	T15,951	6/10/92	Renewed
MORTON'S	11,180	9/1/94	Registered
MORTON'S OF CHICAGO	48,323	4/11/88	Renewed
MORTON'S	\$12,644	1/19/94	Registered
MORTON'S	2,642	3/5/93	Renewed
MORTON'S OF CHICAGO THE STEAKHOUSE		5/17/93	Registered
MORTON'S STEAKHOUSE	124,699	11/7/90	Renewed
MORTON'S OF CHICAGO	124,698	11/7/90	Renewed
MORTON'S		4/14/92	Renewed

MORTON'S	53,892	9/21/94	Registered
MORTON'S	M09,082	12/15/93	Registered
MORTON'S	S13,912	1/27/94	Registered
MORTON'S	S7,181	11/5/86	Renewed
MORTON'S	19,971,130,929	8/18/97	Registered
MORTON'S	T33,487	6/30/87	Nonrenewed
MORTON'S	17,187	1/17/91	Renewed
MORTON'S OF CHICAGO	28,767	8/8/90	Nonrenewed
MORTON'S		10/28/85	Nonrenewed
MORTON'S		11/14/90	Renewed

TRADEMARK SCHEDULE FOR BERTOLINI'S RESTAURANTS, INC.

TRADEMARK	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	STATUS
BERTOLINI'S AUTHENTIC TRATTORIA	2,000,988	9/17/96	Registered
BERTOLINI'S AUTHENTIC TRATTORIA	1,998,054	9/3/96	Cancelled Section 8
BERTOLINI'S	1,998,053	9/3/96	Registered Section 2(F)