

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Fleet National Bank,
as Administrative Agent

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

Citizenship (see guidelines) _____

Execution Date(s) 7/23/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name
- Termination and release of

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: McCormick & Schmick Acquisition Corp.

Internal

Address: _____

Street Address: 720 S.W. Washington, Suite 550

City: Portland

State: OR

Country: USA Zip: 97205

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

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

Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie Tamburo

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8055

Fax Number: 617-951-8736

Email Address: julie.tamburo@bingham.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 240.00

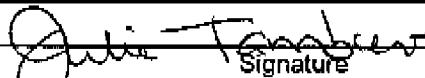
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2155
Expiration Date 8/06

b. Deposit Account Number _____
Authorized User Name Julie E. Tamburo

9. Signature:


Signature

7/26/04

Date

Julie E. Tamburo

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

Continuation of information in Item 2:

MCCORMICK & SCHMICK RESTAURANT CORP., a Delaware corporation
MCCORMICK & SCHMICK MARYLAND LIQUOR, INC., a Maryland corporation
MCCORMICK & SCHMICK ACQUISITION I TEXAS, INC., a Texas corporation
MCCORMICK & SCHMICK ACQUISITION II TEXAS, INC., a Delaware corporation
MCCORMICK & SCHMICK ACQUISITION TEXAS LP, a Texas limited partnership
MCCORMICK & SCHMICK ACQUISITION III TEXAS, INC. a Texas corporation
MCCORMICK & SCHMICK'S ATLANTA II, LLC, a Delaware limited liability company
MCCORMICK & SCHMICK'S HACKENSACK, LLC, a Delaware limited liability
company
MCCORMICK & SCHMICK ORLANDO, LLC, a Delaware limited liability company
MCCORMICK & SCHMICK DALLAS, LP, a Texas limited partnership
MCCORMICK & SCHMICK DALLAS LIQUOR, INC., a Texas corporation
MCCORMICK & SCHMICK AUSTIN, LP, a Texas limited partnership
MCCORMICK & SCHMICK AUSTIN LIQUOR, INC., a Texas corporation

EXHIBIT A

Trademarks

	Registrations United States Patent and Trademark Office	
<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Jake's	1,326,806	4/2/1985
Jake's	1,306,235	11/20/1984
Jake's	1,610,827	8/21/1990
McCormick & Schmick's	1,520,274	1/10/1989
M&S Grill	2,272,893	8/24/1999
McCormick & Schmick's Harborside	2,038,613	2/18/1997
McCormick's	1,536,934	4/25/1989
Jake's	75/625,487	1/1/1999
Crabcake Lounge	2,397,465	10/24/2000

TERMINATION AND RELEASE
OF
AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND
PLEDGE AGREEMENT

TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of July 23, 2004, by **FLEET NATIONAL BANK**, a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter in such capacity, the "Administrative Agent"), in connection with the Amended and Restated Revolving Credit Agreement, dated as of October 28, 2003 (as amended and in effect, the "Credit Agreement"), by and among **MCCORMICK & SCHMICK ACQUISITION CORP.**, a Delaware corporation ("MSAC"), **MCCORMICK & SCHMICK RESTAURANT CORP.**, a Delaware corporation, **MCCORMICK & SCHMICK MARYLAND LIQUOR, INC.**, a Maryland corporation, **MCCORMICK & SCHMICK ACQUISITION I TEXAS, INC.**, a Texas corporation, **MCCORMICK & SCHMICK ACQUISITION II TEXAS, INC.**, a Delaware corporation, **MCCORMICK & SCHMICK ACQUISITION TEXAS LP**, a Texas limited partnership, **MCCORMICK & SCHMICK ACQUISITION III TEXAS, INC.** a Texas corporation, **MCCORMICK & SCHMICK'S ATLANTA II, LLC**, a Delaware limited liability company, **MCCORMICK & SCHMICK'S HACKENSACK, LLC**, a Delaware limited liability company, **MCCORMICK & SCHMICK ORLANDO, LLC**, a Delaware limited liability company, **MCCORMICK & SCHMICK DALLAS, LP**, a Texas limited partnership, **MCCORMICK & SCHMICK DALLAS LIQUOR, INC.**, a Texas corporation, **MCCORMICK & SCHMICK AUSTIN, LP**, a Texas limited partnership, **MCCORMICK & SCHMICK AUSTIN LIQUOR, INC.**, a Texas corporation, (as hereinafter defined) (collectively, the "Grantors"), the Administrative Agent and the lending institutions party thereto (the "Lenders").

WHEREAS, in connection with the Credit Agreement, the Grantors and the Administrative Agent entered into an Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of October 28, 2003 (the "Trademark Agreement"), which Trademark Agreement was recorded November 3, 2003 with the United States Patent and Trademark Office at Reel 002741, Frame 0091 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Grantors granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Administrative Agent, for

the benefit of the Administrative Agent and the Lenders, by way of collateral security, the Grantors entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Administrative Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Grantors its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Grantors, without representation, warranty or recourse, all of the Administrative Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

[Signature Pages Follows]

FLEET NATIONAL BANK,
as Administrative Agent

By: Cristin O'Hara

Name: Cristin O'Hara
Title: Director

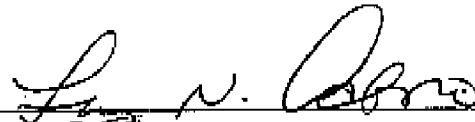
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 20 day of July, 2004, before me, the undersigned notary public, personally appeared Cristin M. O'Hara, proved to me through satisfactory evidence of identification, which were MA drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Director for Fleet National Bank, a national banking association).



Notary Public

My Commission Expires:

LUZ N. ADORNO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 3, 2006