

05-20-2004

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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



102749336

To the Honorable Commissioner of Patents and Trademarks. Please send original documents or copy thereof.

5-17-04

1. Name of conveying party(ies):
Yucaipa Corporate Initiatives Fund I, L.P.
GSC Partners CDO Fund, Limited
GSC Partners CDO Fund II, Limited
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: Wells Fargo Foothill, Inc., as Agent
Internal
Address: Suite 3000W
Street Address: 2450 Colorado Avenue
City: Santa Monica State: CA Zip: 90404

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

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

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

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

Execution Date: May 10, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
See attached schedule.

B. Trademark Registration No.(s) _____
See attached schedule

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna J. Hunter, Paralegal
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 600 Peachtree Street, N.E.
Suite 2400
City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter
Name of Person Signing

Signature

5-14-04
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

05/19/2004 MGETACHE 00000028 1006514

01 FC:8521 40.00 DP
02 FC:8522 425.00 DP

TRADEMARK
REEL: 002970 FRAME: 0534





Description of Intellectual Property**COPYRIGHTS**




None

PATENTS

None

TRADEMARKS

Federal Trademark Registrations	Registration No.	Registration Date
MORRISON'S	<u>1,006,514</u>	03/11/1975
	1,383,774	02/18/1986
	1,471,071	12/29/1987
PICCADILLY CAFETERIA	1,578,246	01/16/1990
50 FEET OF HOT, WHOLESOME, HOMESTYLE COOKIN'	2,325,868	03/07/2000
	2,334,199	03/28/2000
WHO SAYS YOU CAN'T PLEASE EVERYBODY	2,341,958	04/11/2000
	2,346,337	05/02/2000

Federal Trademark Registrations	Registration No.	Registration Date
	2,351,123	05/23/2000
	2,363,824	07/04/2000
	2,365,850	07/11/2000

Pending Trademark Applications	Application Serial No.	Filing Date
PICCADILLY TO-GO	78/310,553	10/07/2003
	78/310,555	10/07/2003
MORRISON'S TO-GO	78/323,629	11/05/2003
	78/323,642	11/05/2003
MORRISON'S FRESH COOKING TO-GO	78/330,930	11/20/2003
	78/331,064	11/20/2003
MORRISON'S FRESH COOKING	78/331,067	11/20/2003

State Trademark Registrations	State	Registration No.	Registration Date
PICCADILLY	Louisiana	LA3000031820	April 29, 1952

INTERNET DOMAIN NAMES

www.piccadilly.com

Created December 28, 1995

INTELLECTUAL PROPERTY LICENSES

Licenses of software and hardware

**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, Piccadilly Restaurants, LLC, a Delaware limited liability company (“Piccadilly”), is the owner of the patents, copyrights, trademarks, trade secrets, domain names and licenses set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and the registrations and applications for said trademarks (collectively, the “Intellectual Property”);

WHEREAS, on March 16, 2004, Piccadilly issued that certain (i) Secured Bridge Loan Note in favor of Yucaipa Corporate Initiatives Fund I, L.P., in the principal amount of \$18,700,000 (the “Bridge Note”), (ii) Amended and Restated Secured Term Note in favor of Wachovia Bank, National Association (GSC Partners CDO Fund, Limited), in the principal amount of \$11,735,684.35 (the “Fund I Note”), and (iii) Amended and Restated Secured Term Note in favor of Wachovia Bank, National Association (GSC Partners CDO Fund II, Limited), in the principal amount of \$11,595,381.65 (together with the Fund I Note and the Bridge Note, the “Notes”);

WHEREAS, pursuant to a certain Intellectual Property Security Agreement, dated as of March 16, 2004, by Piccadilly in favor of the Secured Parties (as defined therein and hereinafter referred to as the “Secured Parties”) (the “Security Agreement”), Piccadilly granted to the Secured Parties, a security interest in all of Piccadilly’s right, title and interest in, to and under any and all past, present and future trademarks, patents, copyrights, trade secrets, technology and know-how, and all licenses, royalties and other monies relating thereto, including, but not limited to, the Intellectual Property to secure the obligations of Piccadilly under the Notes;

WHEREAS, the Security Agreement was duly recorded with the United States Patent and Trademark Office on March 19, 2004 at Reel/Frame No. 2813/0868; and

WHEREAS, pursuant to that certain Intercreditor Agreement dated as of March 16, 2004 by and among Piccadilly and the Secured Parties (the “Intercreditor Agreement”), the Secured Parties were and are authorized to take whatever action or actions is necessary, desirable or appropriate relating to the Intellectual Property, including to grant and convey a release thereof;

WHEREAS, each of the Secured Parties hereby release and discharge all right, title and interest in, to and under Piccadilly’s past, present and future trademarks, patents, copyrights, and trade secrets, including, but not limited to, the Intellectual Property and reassigns, any and all rights conveyed thereunder, as if said agreement had never been entered into, to Piccadilly.

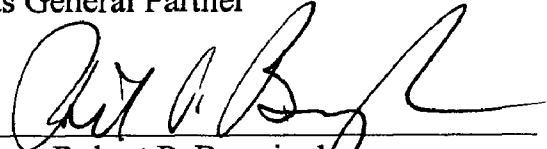
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Parties, hereby **release and discharge** the security interest granted to the Secured Parties in the trademarks, patents, copyrights, trade secrets, technology and know-how of Piccadilly, and all licenses, royalties and other monies relating thereto, including, but not limited to, each of the trademarks set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and the registrations of and applications for said trademarks.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the Secured Parties has caused this Release to be duly executed by its duly authorized officer, effective the 10th day of May, 2004.

YUCAIPA CORPORATE INITIATIVES FUND I,
L.P. a Delaware limited partnership

By: YUCAIPA CORPORATE INITIATIVES
FUND I, LLC, a Delaware limited liability
company, its General Partner

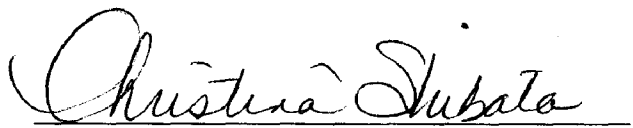
By: 

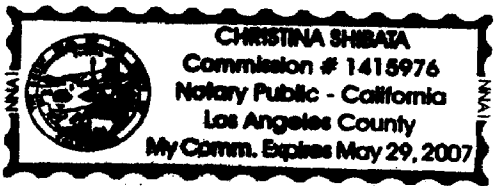
Name: Robert P. Bermingham
Title: Vice President and Assistant Secretary

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF CA)
COUNTY OF LOS ANGELES) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10th day of May, 2004, personally appeared Robert P. Bermingham who, being by me duly sworn, deposes and says that he/she is the V. P. and Asst. Sec. of Yucaipa Corporate Initiatives Fund I, L.P., a Delaware limited partnership, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.


Notary Public



My Commission Expires:
05/29/07

GSC PARTNERS CDO FUND, LIMITED,
as Issuer

By: GSCP (NJ), L.P., as its agent
By: GSCP (NJ), Inc., as its General Partner

By: TV [Signature]
Name: _____
Title: _____

Address: c/o Deutsche Bank (Cayman) Limited
P.O. Box GT,
Elizabethan Square, George Town,
Grand Cayman, Cayman Islands,
British West Indies

Attn: Directors
Facsimile: (345) 949-5223

With copies to:

Maples and Calder
P.O. Box 309
Ugland House
South Church Street, George Town, Grand Cayman
Cayman Islands, British West Indies
Attn: Graham Lockington
Fax: (345) 949-8080

GSCP (NJ), L.P.
500 Campus Drive
Building B, 2nd Floor
Florham Park, New Jersey 07932
Attn: Thomas J. Libassi
Fax: (973) 285-3047

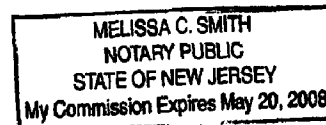
CERTIFICATION OF ACKNOWLEDGMENT

STATE OF New Jersey)
COUNTY OF Hudson) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10th day of May, 2004, personally appeared _____ who, being by me duly sworn, deposes and says that he/she is the _____ of GSC Partners CDO Fund, Limited, a Cayman Islands limited liability company, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

Melissa C. Smith
Notary Public

My Commission Expires:







Description of Intellectual Property**COPYRIGHTS**




None




PATENTS

None

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	2,346,337	05/02/2000

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