

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

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):

Wells Fargo Foothill, Inc., as Agent

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

Citizenship (see guidelines) USA

Execution Date(s) March 11, 2005

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ruth's Chris Steak House, Inc.

Internal Address: _____

Street Address: 3321 Hessmer Avenue

City: Metairie

State: Louisiana

Country: USA Zip: 70002

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Louisiana
- 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)

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Trademark Security Interest

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)

Please see attached Schedule A

Additional sheet(s) attached? Yes No

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

Please see attached Schedule A

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

Name: Scott D. Sanford, Esq.

Internal Address: O'Melveny & Myers LLP

Street Address: 275 Battery Street

City: San Francisco

State: California Zip: 94111

Phone Number: 415-984-8700

Fax Number: 415-984-8701

Email Address: ssanford@omm.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

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

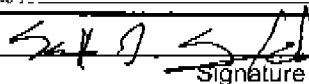
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0639

Authorized User Name Scott D. Sanford, Esq.

9. Signature:



March 11, 2005

Date

Scott D. Sanford, Esq.

Total number of pages including cover sheet, attachments, and document: 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SF1: 578939

700161418

TRADEMARK
REEL: 003064 FRAME: 0165

CH \$290.00 500639 1164124

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

| Mark | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| RUTH'S CHRIS STEAK HOUSE, U.S. PRIME | <u>1164124</u> | 08/04/1981 |
| HOME OF SERIOUS STEAKS | <u>1808168</u> | 11/30/1993 |
| CHRIS | <u>2430733</u> | 02/27/2001 |
| RUTH'S CHRIS | <u>2374574</u> | 08/08/2000 |
| U.S. PRIME | <u>2321545</u> | 02/22/2000 |
| RUTH'S CHRISTENING | <u>2469603</u> | 07/17/2001 |
| THE SOUND OF PERFECTION | <u>2469604</u> | 07/17/2001 |
| THE EXPERIENCE RUTH'S CHRIS STEAK HOUSE | <u>2868284</u> | 08/03/2004 |
| LIFE'S TOO SHORT TO EAT ANYWHERE ELSE | <u>2853187</u> | 06/15/2004 |
| RUTH'S TABLE (words) | <u>2850613</u> | 06/08/2004 |
| RUTH'S TABLE (design) | <u>2878776</u> | 08/31/2004 |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks ("**Release**") is dated as of March 11, 2005. Reference is hereby made to that certain Loan and Security Agreement dated as of March 31, 2004 (as amended, restated, modified or supplemented from time to time, the "**Loan Agreement**") by and among the lenders party thereto (the "**Lenders**"), Wells Fargo Foothill, Inc., a California corporation as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "**Agent**"), Wells Fargo Bank, National Association as Co-Lead Arranger and Syndication Agent, Ruth's Chris Steak House, Inc., a Louisiana corporation ("**Grantor**"), and each of Grantor's subsidiaries party thereto. Capitalized terms not defined in this Release have meanings set forth for such terms in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the Trademark Security Agreement dated as of March 31, 2004 ("**Trademark Security Agreement**") by and among Grantor, each of Grantor's subsidiaries party thereto and Agent, Grantor pledged to Agent a security interest in all of Grantor's right, title or interest in or to any and all of the trademark registrations and trademark applications listed on the attached Schedule A ("**Trademark Collateral**") and all proceeds and products of any and all of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 9, 2004 at Reel/Frame 002945/0375; and

WHEREAS, Grantor has paid and performed in full the Obligations (as defined in the Loan Agreement) and Agent desires to release its security interest in the Trademark Collateral.

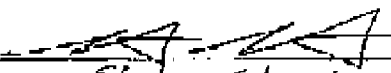
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby notifies, acknowledges to and agrees with Grantor that the security interest in the Trademark Collateral granted by Grantor to Agent pursuant to the terms of the Trademark Security Agreement, including, without limitation, the trademarks listed on the attached Schedule A, is terminated and released as of the date hereof, and that Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Trademark Security Agreement in and to the Trademark Collateral.

Agent hereby agrees to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Release of Security Interest in Trademarks, including, without limitation, the execution of any filings, statements, amendments, recordings or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officer as of the date first above written.

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Name: Stephan Schmitt
Title: SVP

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