



11-29-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD/ TRAI



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PARTMENT OF COMMERCE Patent and Trademark Office

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

11-23-04

1. Name of conveying party(ies): Fleet National Bank
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Bank
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BUCA, Inc.
Internal Address:
Street Address: 1300 Nicollet Mall, Suite 5003
City: Minneapolis State: MN Zip: 55403
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Minnesota
Other
if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
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: 11/15/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) see attached
B. Trademark Registration No.(s) see attached
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ida Magin
Internal Address: CSC
Street Address: 80 State Street, 6th Floor
City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 19
7. Total fee (37 CFR 3.41): \$ 490.00
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.
Ida Magin Signature Date: 11/19/2004
Name of Person Signing

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

11/26/2004 DBYRNE 00000071 76165288
01 FC:8521 40.00 OP
02 FC:8522 450.00 OP

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

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

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Appl. Date</u>	<u>Appl. No.</u>	<u>Country</u>
VINNY TESTA'S & Design	11/15/00	76/165,288	United States
BUCA BREATH.	4/25/01	76/246,241	United States
BUCA BREATH. ACCEPT ONLY THE ORIGINAL.	4/25/01	76/246,630	United States
VINNY T'S OF BOSTON	5/20/02	76/409,735	United States

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Country</u>
BUCA	5/6/97	2,058,534	United States
BEPPPO	1/27/98	2,133,290	United States
BUCA DI BEPPPO	1/27/98	2,139,003	United States
BUCA DI BEPPPO and Design (Boot)	7/9/02	2,591,040	United States
BUCA DI BEPPPO (Stylized)	7/9/02	2,591,041	United States
BUCA DI BEPPPO and Design (Blade Sign)	7/23/02	2,597,809	United States
VINNY TESTA'S	11/7/00	2,401,420	United States
DESIGN (Cherubs & Bowl)	11/20/01	2,510,043	United States
DESIGN (Smoking Cherub)	11/20/01	2,510,044	United States
DESIGN (Curtain)	11/20/01	2,510,045	United States
DESIGN (Framed Mama Portrait)	4/2/02	2,555,974	United States
DESIGN (Pouring Chianti Bottle)	4/9/02	2,560,687	United States
DESIGN (Mama)	7/23/02	2,597,811	United States
DESIGN (Two People Toasting with Wine Glasses)	1/16/96	1,949,620	United States
VINNY TESTA'S BAR RISTORANTE & Design	1/16/96	1,949,621	United States
VINNY TESTA'S BAR RISTORANTE & Design	5/6/97	2,058,534	Massachusetts
DESIGN (Two People Toasting with Wine Glasses)	1/16/96	1,949,620	Massachusetts

Schedule A

**TRADEMARK
REEL: 003082 FRAME: 0606**

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks ("**Release**") is dated as of November 15, 2004. Reference is hereby made to the Trademark Collateral Security and Pledge Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Grant**"), dated as of September 30, 2002 and recorded with the United States Patent and Trademark Office as Reel/Frame number 2605/0242, by and between BUCA, Inc., a Minnesota corporation (the "**Assignor**") and Fleet National Bank, a national banking association, as administrative agent (in such capacity, the "**Assignee**") for itself and the other lending institutions (hereinafter, collectively, the "**Banks**") party to that certain Revolving Credit and Term Loan Agreement, dated as of September 30, 2002, among the Assignor, the subsidiaries of Assignor signatory thereto as Guarantors, the Assignee, and the Banks.

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the collateral set forth in the Grant (the "**Trademark Collateral**") including, without limitation, in the Trademarks (as defined in the Grant) listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Trademark Collateral.

Assignee hereby releases all of its liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") against Assignor created under the Grant.

Assignee hereby agrees, at the Assignor's sole cost and expense, to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery 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, subject, in each case to Assignor's prior payment in full to Assignee of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee shall not be required to take any action which Assignee reasonably determines could expose Assignee to liability or which is contrary to applicable law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignee 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.

FLEET NATIONAL BANK,
as Administrative Agent

By: Brian P. Valenti
Name: Brian P. Valenti
Title: Vice President

[Signature page to Release of Security Interest in Trademarks]

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VINNY TESTA'S BAR RISTORANTE & Design	5/6/94	49584	Massachusetts
DESIGN (Two People Toasting with Wine Glasses)	5/6/94	49585	Massachusetts

Schedule A