

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York, as Administrative Agent		02/14/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bertolini's Restaurants, Inc.		
<b>Street Address:</b>	3333 New Hyde Park Road, Suite 210		
<b>City:</b>	New Hyde Park		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11042		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1998053	BERTOLINI'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919 286-8049		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	512485.5098TERMTBERTOLCLE		
<b>NAME OF SUBMITTER:</b>	Charles L. Evans		
<b>Signature:</b>	/Charles L. Evans/		

OP \$40.00 1998053

Date:

04/13/2006

Total Attachments: 2

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**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 14, 2006, is made by The Bank of New York, as Administrative Agent (the "Secured Party").

**WHEREAS**, Bertolini's Restaurants, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

**WHEREAS**, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on July 24, 2003 at Reel 2789 and Frame 0921; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.


**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

THE BANK OF NEW YORK,  
as Administrative Agent

By:   
Name: JULIE SALOVITCH-MILLER  
Title: VICE PRESIDENT

**Schedule A**

**Bertolini's Restaurants, Inc.  
(Delaware Corporation)**

**U.S. Trademark**

**Registered Mark**

Mark	Registration No.	Registration Date
BERTOLINI'S	1998053	9/3/96

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