

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARBINGER MEZZANINE PARTNERS, L.P.		05/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RESTAURANT TECHNOLOGIES, INC.
Street Address:	3711 Kennebec Drive
Internal Address:	Suite 100
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55122
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2663675	RESTAURANT TECHNOLOGIES
Registration Number:	2529512	RTI
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.
Serial Number:	78369972	MAXLIFE

CORRESPONDENCE DATA

Fax Number: (612)371-3207
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612/371-3211
 Email: TMG@LINDQUIST.COM
 Correspondent Name: LINDQUIST & VENNUM P.L.L.P.
 Address Line 1: 80 SOUTH EIGHTH STREET
 Address Line 2: 4200 IDS CENTER
 Address Line 4: Minneapolis, MINNESOTA 55402

CH \$115.00 2663675

ATTORNEY DOCKET NUMBER:	RTI/HARBINGER
NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/C/
Date:	05/17/2006
Total Attachments: 4 source=harb#page1.tif source=harb#page2.tif source=harb#page3.tif source=harb#page4.tif	

RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Agreement") is entered into and dated effective as of May 3, 2006, 2006 by and between RESTAURANT TECHNOLOGIES, INC., a Delaware corporation as (the "Borrower"), and HARBINGER MEZZANINE PARTNERS, L.P., a Delaware corporation (the "Lender").

INTRODUCTION

1. Borrower and the Lender are parties to a certain Patent and Trademark Security Agreement dated October 31, 2003.
2. The Borrower and the Lender have executed and delivered the Patent and Trademark Security Agreement pursuant to which Borrower has granted security interests in favor of Lender on the properties and assets of the Borrower in order to secure the payment and performance of obligations.
3. The parties now desire to release certain security interests in favor of the Lender granted pursuant to the Security Documents, in each case in accordance with the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the premises and the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- a. **Release of Security Interest.** The Lenders hereby **RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND** unto Borrower, their successors and assigns, all security interests, charges and encumbrances granted by Borrower in favor of Lenders pursuant to the Security Documents in
 - i. The following patents, including but not limited to any divisions, continuations, reissues, re-examinations, extensions and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing; and
 - ii. The following trademarks, including but not limited to any trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all

registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed herein, any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

PATENTS

Title of Patent	Patent Number	Date Issued
Bulk Cooking Oil Distribution and Waste Removal System	5,249,511	October 5, 1993
Cooking Oil Supply and Disposal Transport System	5,964,258	October 12, 1999
Device for Waste Grease Removal	6,365,046	April 2, 2002

TRADEMARK REGISTRATIONS

Trademark Description	Registration Number	Date Registered
"Restaurant Technologies" in International Classes 11 and 29	2,663,675	December 17, 2002
"RTI" and the logo design in International Classes 11 and 37	2,529,512	January 15, 2002
"Restaurant Technologies" in International Class 37	2,801,721	January 6, 2004

TRADEMARK APPLICATIONS

Trademark Application Description	Serial Number	Date Applied
MAXLIFE (abandoned 8/23/05)	78/369,972	February 18, 2004

- b. **Further Cooperation.** The Lender shall, upon reasonable request of the Borrower execute and deliver to the Borrower, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States related to patents or trademarks, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to


release and relinquish all liens with respect to the Released Intellectual Property arising under the Security Documents, in each case in form and substance satisfactory to the Lender. The Borrowers agree to pay for the preparation, execution, delivery, filing and recording of this Agreement in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.

- c. Entire Agreement. This Agreement executed by the Lender constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.
- d. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. The Lender further represent and warrant that the security interests granted under or pursuant to the Security Documents have not been assigned by Lender to any other party.
- e. Breach of this Agreement. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.
- f. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.
- g. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

b. Governing Law. This Agreement, and the actions of the parties hereunder shall in all respects be governed by the laws of the state of Minnesota (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal law.

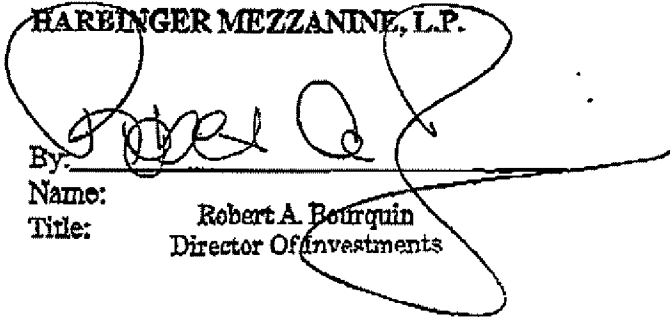
BORROWER:

RESTAURANT TECHNOLOGIES, INC.

By: 
Name: John M. Ruele
Title: CFO

LENDER:

HARBINGER MEZZANINE, L.P.

By: 
Name: Robert A. Bourquin
Title: Director Of Investments