

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as successor by merger to Fleet National Bank, f/k/a BankBoston, N.A.		10/19/2006	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Fazoli's Management, Inc.
<b>Street Address:</b>	2470 Palumbo Drive
<b>City:</b>	Lexington
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40509-1117
<b>Entity Type:</b>	CORPORATION: KENTUCKY

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2288245	PIZZARINOS
Registration Number:	2369691	SUBMARINOS
Registration Number:	2070880	BELLA NOTTE
Registration Number:	2653663	EVERYONE'S ITALIAN
Registration Number:	2507632	FAZOLI'S EXPRESS
Registration Number:	1565210	FAZOLI'S ITALIAN FOOD...FAST
Registration Number:	1757441	FAZOLI'S ITALIAN FOOD...FAST
Registration Number:	2568058	FAZOLI'S SUB-OVEN
Registration Number:	2537949	FAZOLI'S
Registration Number:	2598856	NINA'S CREAMERY
Registration Number:	2660942	PANINI
Registration Number:	1819276	REAL ITALIAN. REAL FAST.

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Registration Number:	1801207	FAZOLI'S
Registration Number:	2261819	PASTA FASTA
Registration Number:	2369709	SUBMARINOS
Registration Number:	1940398	
Registration Number:	1984926	
Registration Number:	2302979	
Registration Number:	2736775	JOE MATA'S
Serial Number:	75551261	NINA'S HOME KITCHEN

**CORRESPONDENCE DATA**

Fax Number: (212)230-7735  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-318-6535  
Email: traceybennett@paulhastings.com  
Correspondent Name: Tracey D. Bennett  
Address Line 1: 75 East 55th Street  
Address Line 2: c/o Paul, Hastings, Janofsky & Walker  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	10/20/2006

Total Attachments: 3  
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**TERMINATION AND RELEASE  
OF TRADEMARK COLLATERAL SECURITY  
AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as October 19, 2006, by **BANK OF AMERICA, N.A.**, as successor by merger to Fleet National Bank, f/k/a BankBoston, N.A., in its capacity as Agent (the "Agent"), with its head office at 100 Federal Street, Boston, Massachusetts 02110, in connection with the Revolving Credit and Term Loan Agreement, dated as of March 30, 1999 (as amended and restated and in effect on the date hereof, the "Credit Agreement", capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement), by and among Seed Restaurant Group, Inc. a Kentucky corporation, Fazoli's Restaurants, Inc., a Kentucky corporation, and Fazoli's Joint Venture, Ltd., a Kentucky limited partnership (the "Borrowers") other persons named therein as credit parties, the financial institutions party thereto from time to time (the "Lenders") and the Agent.

**WHEREAS**, Fazoli's Management, Inc., a Kentucky corporation (the "Grantor") and the Agent entered into (i) that certain Trademark Security Agreement, dated as of March 30, 1999 (the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 1881/Frame 0381 on April 8, 1999; and (ii) that certain Amendment to Trademark Security Agreement dated as of December 16, 2002 (the "Trademark Agreement Amendment" and, together with the Trademark Agreement, collectively, the "Trademark Agreements") which Trademark Agreement Amendment was recorded with the United States Patent and Trademark Office at Reel 2642/Frame 0393 on December 26, 2002 for the purpose of securing payment and performance of the Obligations of the Borrowers;

**WHEREAS**, pursuant to the Credit Agreement and Trademark Agreements, the Grantor granted, assigned, transferred and conveyed to the Agent, by way of collateral security, the Trademarks (as defined in the Trademark Agreement) and the Supplemental Trademarks (as defined in the Trademark Agreement Amendment), together with the Trademarks, (the "Trademark Collateral"), as security for the Obligations;

**WHEREAS**, as the Obligations have been paid in full, the Agent has agreed to terminate and release the Trademark Agreements and assign and transfer to the Grantor its right, title and interest in the Trademark Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreements and assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

*[Remainder of this page intentionally left blank.]*

BANK OF AMERICA, N.A., as Agent, as  
successor by merger to FLEET  
NATIONAL BANK, f/k/a BankBoston, N.A.

By: *G. Christopher Miller*  
Name: *G. Christopher Miller*  
Title: *Senior Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts )  
COUNTY OF Suffolk )

On this 17th day of October, 2006, before me, the undersigned notary public, personally appeared Christopher Miller proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose (as Senior Vice President for Bank of America, as Agent).

*Brenda L. VanStory*

Notary Public  
My Commission Expires:



BRENDA L. VANSTORY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 19, 2006

**EXHIBIT A**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Piazzarinos	2,288,245	10/19/1999
Pasta Fasta	2,261,819	07/20/1999
Bella Notte	2,070,880	06/10/1997
(Design Only)	2,302,979	12/21/1999
Submarinos	2,369,691	07/25/2000
(Design Only)	1,940,398	12/12/1995
Real Italian. Real Fast.	1,819,276	02/01/1994
Fazoli's Italian Food	1,565,210	11/07/1989
Submarinos	2,369,709	07/25/2000
Fazoli's	1,801,207	10/26/1993
(Design Only)	1,984,926	07/09/1996
Fazoli's Italian Food... Fast	1,757,441	03/09/1993
Joe Mata's	2,736,775	07/15/2003
Everyone's Italian	2,653,663	11/26/2002
Fazoli's	2,537,949	09/28/2000
Fazoli's Sub-Oven	2,568,058	05/07/2002
Fazoli's Express	2,507,362	11/13/2001
Panini	2,660,942	12/10/2002
Nina's Creamery	2,598,856	07/23/2002