

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. , as Successor In Interest to Fleet Bank, N.A., as Agent		11/17/2006	National Banking Organization:

RECEIVING PARTY DATA

Name:	Fuddruckers, Inc.
Street Address:	5700 Mopac Expressway South, Suite C300
City:	Austin
State/Country:	TEXAS
Postal Code:	78749
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1192673	FUDDRUCKERS WORLD'S GREATEST HAMBURGERS
Registration Number:	1298164	FUDDRUCKERS
Registration Number:	1326226	FUDDRUCKERS
Registration Number:	1348717	YOU WON'T BELIEVE HOW BIG IT IS
Registration Number:	1406231	
Registration Number:	1424425	FUDDRUCKERS
Registration Number:	1570126	DAIQUIRITAS
Registration Number:	1586013	DAIQUIRITAS
Registration Number:	1774565	BASNA
Registration Number:	1801189	MA FUDD'S PATIO
Registration Number:	2256324	WORLD'S GREATEST HAMBURGERS

CORRESPONDENCE DATA

OP \$290.00 1192673

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00227
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	12/04/2006

Total Attachments: 3
source=FuddruckerReleaseA#page1.tif
source=FuddruckerReleaseA#page2.tif
source=FuddruckerReleaseA#page3.tif

TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

THIS TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE (this "Release") is made as of November 17, 2006 ("Effective Date") by Bank of America, N.A., a national banking organization, as successor in interest to Fleet Bank, N.A., for itself and in its capacity as agent ("Grantee"), in favor of Fuddruckers, Inc., a Texas corporation (together with its direct and indirect subsidiaries, "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated November 24, 1998 (the "Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the trademark registrations listed in Schedule A hereto (collectively, the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 3, 1998, at Reel 001822, Frame 0389; and

WHEREAS, Grantee desires to terminate the Security Agreement and release its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. The Security Agreement, and Grantee's security interest in the Collateral (including, without limitation, the trademark registrations listed in Schedule A hereto) is hereby terminated and released.

2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the trademark applications and trademark registrations listed in Schedule A hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

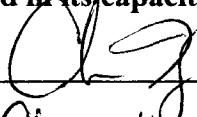
3. Grantee represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Collateral.

4. Grantee represents and warrants that it has not assigned or otherwise encumbered its security interest in the Collateral.

5. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**BANK OF AMERICA, N.A., as Successor In Interest to FLEET BANK, N.A.
for itself and in its capacity as Agent**

By: 
Name: Chris King
Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.
FUDDRUCKERS WORLD'S GREATEST HAMBURGERS	1192673
FUDDRUCKERS	1298164
FUDDRUCKERS	1326226
YOU WON'T BELIEVE HOW BIG IT IS	1348717
Star Design Mark	1406231
FUDDRUCKERS	1424425
DAIQUIRITAS	1570126
DAIQUIRITAS	1586013
BASNA	1774565
MA FUDD'S PATIO	1801189
WORLD'S GREATEST HAMBURGERS	2256324

LEGAL_US_W # 54782842.2