

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
Noodles & Company		03/07/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	AnchorBank, fsb
Street Address:	25 West Main Street
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53703
Entity Type:	savings and loan:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2710582	GLOBAL NOODLE SHOP
Registration Number:	2653588	KNOW YOUR NOODLE
Registration Number:	2894090	JAPANESE PAN NOODLES
Registration Number:	2141888	NOODLES & COMPANY
Registration Number:	2651073	NOODLES & COMPANY
Registration Number:	2547018	NOODLES & COMPANY
Registration Number:	2612158	EVERY GUEST, EVERY BOWL, EVERY TIME.
Registration Number:	2651360	PASTAFARIANS REJOICE.
Registration Number:	2907496	PESTO CAVATAPPI
Registration Number:	2894091	WISCONSIN MAC & CHEESE
Serial Number:	76248153	STONE OVEN FLAT BREAD
Serial Number:	76229965	WICKED GOOD.

CORRESPONDENCE DATA

OP \$315.00 2710582

Fax Number: (303)685-4869
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gmeade@jcfkk.com
Correspondent Name: Gary Meade
Address Line 1: 1050 17th Street, Suite 1500
Address Line 4: Denver, COLORADO 80265

NAME OF SUBMITTER:	Gary Meade
Signature:	/Gary Meade/
Date:	06/14/2007

Total Attachments: 2
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TERMINATION OF SECURITY INTEREST

AnchorBank, fsb (the "Bank"), a federally chartered stock savings and loan, hereby upon execution terminates the security interest ("Security Interest") as granted by the Grant of Security Interest in Trademarks/ServiceMarks executed on or about October 15, 2001 (the "Security Agreement") by and between the Bank and The Noodle Shop, Co. d/b/a Noodles & Company, a Colorado corporation, which, as of January 1, 2003, was merged into Noodles & Company, a Delaware corporation and the surviving entity ("Noodles"), The Noodle Shop, Co. - Illinois, Inc., an Illinois corporation ("Noodles-IL"), The Noodle Shop, Co. - Minnesota, Inc., a Minnesota corporation ("Noodles-MN"), The Noodle Shop, Co. - Wisconsin, Inc., a Wisconsin corporation ("Noodles-WI"), The Noodle Shop, Co. - Maryland, Inc., a Maryland corporation, The Noodle Shop, Co. - District of Columbia, Inc., a District of Columbia corporation, The Noodle Shop, Co. - Virginia, Inc., a Virginia corporation, and The Noodle Shop, Co. - Colorado, Inc., a Colorado corporation (the "Assignors") on the terms set forth below.

WHEREAS, the Bank and the Assignors executed the Security Agreement pursuant to that certain Term Loan Agreement dated October 15, 2001 by and between the Bank and the Assignors (including each and every affiliate and subsidiary of any of the Assignors, then existing or thereafter created) (as amended, the "Loan Agreement");

WHEREAS, the Security Agreement granted to the Bank a security interest in all of the Assignors' trademarks and service marks described on Exhibit A attached thereto, whether then existing or subsequently acquired;

WHEREAS, the Security Agreement served as security for payment of the obligations of the Assignors, or certain of them, under the following documents and instruments (together, as amended, and including but not limited to, all principal, interest, late charges, premiums, if any, fees and costs (including, but not limited to attorneys' fees) arising under any of the following documents and instruments, the "Obligations"):

1. The Loan Agreement;
2. Master Note dated October 15, 2001 given by the Assignors to the Bank in the original principal amount of \$6,000,000;
3. Business Note dated February 13, 1997 given by Noodles to the Bank in the original principal amount of \$300,000;
4. Term Loan Agreement dated August 19, 1999 by and between Noodles and the Bank (as modified from time to time);
5. Master Note dated August 19, 1999 given by Noodles to the Bank in the original principal amount of \$2,500,000;
6. Term Loan Agreement dated January 12, 2001 by and between Noodles, Noodles-IL, Noodles-MN and Noodles-WI, as the borrowers, and the Bank (as modified from time to time);
7. Master Note dated January 12, 2001 given by Noodles, Noodles-IL, Noodles-MN and Noodles-WI to the Bank in the original principal amount of \$2,500,000.
8. Business Note dated April 15, 2000 given by Noodles to the Bank in the original principal amount of \$206,587.91; and
9. All other documents executed in connection with or relating to the documents set forth in 1 through 8 above.

WHEREAS, the Assignors have satisfied all of the Obligations, including, but not limited to, the terms and conditions of the Loan Agreement.

NOW THEREFORE, the Bank hereby terminates the Security Interest granted by the Security Agreement.

Executed in Madison, Wisconsin as of the 7th day of March, 2003.

AnchorBank, fsb

By: 
Name: Brian Zindars
Title: Vice President

MAR-07-03 02:22PM FROM-Anchor Bank Commercial Lending

808 252 8802

T-307 P.028/080 F-248

TERM LOAN AGREEMENT

BY AND BETWEEN

**THE NOODLE SHOP, CO. D/B/A NOODLES & COMPANY, A COLORADO CORPORATION, THE
NOODLE SHOP, CO. - ILLINOIS, INC., THE NOODLE SHOP, CO. - MINNESOTA, INC. AND THE
NOODLE SHOP, CO. - WISCONSIN, INC.**

AND

ANCHORBANK, fcb

*PAID
ANCHORBANK fcb* 

\$2,500,000.00 Term Loan

Madison, Wisconsin

January 12, 2001
