

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank, National Association, successor by merger to U.S. Bank of Washington, National Association, as Agent		10/29/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	RUI One Corp.
Street Address:	1818 NORTH NORTHLAKE WAY
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2174034	PALOMINO
Registration Number:	2246460	RESTAURANTS UNLIMITED
Registration Number:	2008261	PALOMINO
Registration Number:	1827821	KINCAID'S
Registration Number:	1732203	PALISADE
Registration Number:	1626442	PALOMINO
Registration Number:	1317422	CUTTERS
Registration Number:	1150718	SIMON & SEAFORT'S
Registration Number:	1160427	SIMON & SEAFORT'S SALOON & GRILL
Registration Number:	0966737	HORATIO'S

CORRESPONDENCE DATA

OP \$265.00 2174034

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ATTORNEY DOCKET NUMBER:	3004970/0000324521
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	10/30/2007

Total Attachments: 4
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TERMINATION AND RELEASE
OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 29, 2007, by U.S. Bank, National Association (successor by merger to U.S. Bank of Washington, National Association) as administrative agent (the "Agent"), in connection with that certain Security Agreement dated as of November 15, 1999 between RUI One Corp., a Minnesota corporation (the "Grantor") and the Agent (the "Trademark Security Agreement"), which amends and restates in its entirety that certain Security Agreement between Grantor and Agent dated as of August 6, 1996 (the "Original Security Agreement", together with the Trademark Security Agreement the "Security Agreements").

WHEREAS the Grantor entered into a Credit Agreement dated as of August 6, 1996 (the "Original Credit Agreement") with Agent and the lenders from time to time party thereto (the "Lenders"), which was amended and restated in its entirety by that certain Amended and Restated Credit Agreement, dated as of November 15, 1999 (as amended, the "Credit Agreement"), by and among, the Grantor, the Agent and the lenders from time to time party thereto;

WHEREAS, the Original Security Agreement was recorded October 7, 1996 with the United States Patent and Trademark office (the "USPTO") at Reel 1511, Frame 0006 for the purpose of securing payment and performance of the obligations of the Grantor under the Original Credit Agreement;

WHEREAS, the Security Agreement was recorded February 25, 2000 with the USPTO at Reel 2041, Frame 0668 for the purpose of securing payment and performance of the obligations of the Grantor under the Credit Agreement;

WHEREAS, Agent has agreed to terminate and release the entirety of its security interest in the the Grantor's entire right, title and interest in and to, the the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Exhibit A attached hereto (collectively, the "Trademark Collateral") as herein provided; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases and discharges all of Agent's security interest in the Trademark Collateral 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, effective as of the date set forth above.

The parties hereby acknowledge that this document may be filed along with any other necessary documentation with the USPTO, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at Grantor's expense.

U.S. BANK, NATIONAL ASSOCIATION,
(successor by merger to U.S. Bank of
Washington National Association), as Agent

By: 

Name: Victor M. Magruder

Title: Senior Vice President

A/72269739.1

TRADEMARK
REEL: 003650 FRAME: 0586

EXHIBIT A

Trademarks assigned to U.S. Bank National Association

Trademark	Registration No.	Registration Date
PALOMINO	2174034	07/14/1998
RESTAURANTS UNLIMITED (and Design)	2246460	05/18/1999
PALOMINO	2008261	10/15/1996 (renewed 10/15/2006)
KINCAID'S	1827821	03/22/1994 (renewed 03/22/2004)

Trademarks assigned to U.S. Bank of Washington, N.A.

Trademark	Registration No.	Registration Date
PALOMINO	2008261	10/15/1996 (renewed 10/15/2006)
KINCAID'S	1827821	03/22/1994 (renewed 03/22/2004)
PALISADE	1732203	11/10/1992 (renewed 11/10/2002)
PALOMINO (and Design)	1626442	12/04/1990 (renewed 12/04/2000)
CUTTERS	1317422	01/29/1985 (renewed 01/29/2005)
SIMON & SEAFORT'S	1150718	04/07/1981 (renewed 04/07/2001)
SIMON & SEAFORT'S SALOON & GRILL (and Design)	1160427	07/07/1981 (renewed 07/07/2001)
HORATIO'S	966737	08/21/1973 (renewed

		08/21/2003)