

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by Secured Party (of Security Agreement at Reel/Frame 2910/0450)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America (as successor by merger to Fleet National Bank), as Administrative Agent		12/28/2007	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	McCormick & Schmick Acquisition Corp.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: DELAWARE

Name:	McCormick & Schmick Restaurant Corp.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: DELAWARE

Name:	McCormick & Schmick Maryland Liquor, Inc.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: MARYLAND

Name:	McCormick & Schmick Acquisition I Texas, Inc.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON

OP \$215.00 2806038

Postal Code:	97205
Entity Type:	CORPORATION: TEXAS

Name:	McCormick & Schmick Acquisition II Texas, Inc.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: DELAWARE

Name:	McCormick & Schmick Acquisition Texas LP
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	McCormick & Schmick Acquisition III Texas, Inc.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: TEXAS

Name:	McCormick & Schmick's Atlanta II, LLC
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	McCormick & Schmick's Hackensack, LLC
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	McCormick & Schmick Orlando, LLC
Street Address:	720 S.W. Washington Street, Suite 550

City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	McCormick & Schmick Dallas, LP
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	McCormick & Schmick Dallas Liquor, Inc.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: TEXAS

Name:	McCormick & Schmick Austin, LP
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	McCormick & Schmick Austin Liquor, Inc.
Street Address:	720 S.W. Washington Street, Suite 550
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2806038	JAKE'S
Registration Number:	2038613	MCCORMICK & SCHMICK'S HARBORSIDE
Registration Number:	2272893	M & S GRILL
Registration Number:	1520274	MCCORMICK & SCHMICK'S

Registration Number:	1610827	JAKE'S
Registration Number:	1536934	MCCORMICK'S
Registration Number:	1328806	JAKE'S
Registration Number:	1306235	JAKE'S

CORRESPONDENCE DATA

Fax Number: (503)220-2480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 503.294.9656
Email: tm-pdx@stoel.com, tjhanson@stoel.com
Correspondent Name: Gary W. Glisson
Address Line 1: Stoel Rives LLP
Address Line 2: 900 SW Fifth Avenue, Suite 2600
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	46655-26
NAME OF SUBMITTER:	Terri J. Hanson
Signature:	/Terri J. Hanson/
Date:	02/07/2008

Total Attachments: 11
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TERMINATION AND RELEASE OF SECURITY INTERESTS

Pursuant to the refinancing of the 2004 Credit Agreement (as defined below) on December 28, 2007 ("Effective Time"), BANK OF AMERICA, N.A. (as successor in interest to FLEET NATIONAL BANK), as administrative agent under the 2004 Credit Agreement (the "Administrative Agent"), hereby releases, on behalf of itself and the Lenders (as defined below), its security interest in certain assets of the Borrowers (as defined below) pledged to the Administrative Agent as security for the Revolving Credit Loans (as defined in the 2004 Credit Agreement) made to Borrowers under the 2004 Credit Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in the 2004 Credit Agreement.

1. Definitions.

Amended Credit Agreement. That certain Amended and Restated Revolving Credit Agreement dated as of December 28, 2007 by and among McCormick & Schmick Acquisition Corp., The Boathouse Restaurants of Canada, Inc., the lenders party thereto, Bank of America, N.A. as administrative agent and as collateral agent, and Banc of America Securities LLC as arranger.

2004 Credit Agreement. That certain Amended and Restated Revolving Credit Agreement dated as of July 23, 2004 by and among MCCORMICK & SCHMICK ACQUISITION CORP., a Delaware corporation, MCCORMICK & SCHMICK RESTAURANT CORP., a Delaware corporation, MCCORMICK & SCHMICK MARYLAND LIQUOR, INC., a Maryland corporation, MCCORMICK & SCHMICK ACQUISITION I TEXAS, INC., a Texas corporation, MCCORMICK & SCHMICK ACQUISITION II TEXAS, INC., a Delaware corporation, MCCORMICK & SCHMICK ACQUISITION TEXAS LP, a Texas limited partnership, MCCORMICK & SCHMICK ACQUISITION III TEXAS, INC., a Texas corporation, MCCORMICK & SCHMICK'S ATLANTA II, LLC, a Delaware limited liability company, MCCORMICK & SCHMICK'S HACKENSACK, LLC, a Delaware limited liability company, MCCORMICK & SCHMICK ORLANDO, LLC, a Delaware limited liability company, MCCORMICK & SCHMICK DALLAS, L.P., a Texas limited partnership, MCCORMICK & SCHMICK DALLAS LIQUOR, INC., a Texas corporation, MCCORMICK & SCHMICK AUSTIN, LP, a Texas limited partnership, MCCORMICK & SCHMICK AUSTIN LIQUOR, INC., a Texas corporation, the lending institutions listed on Schedule 1 thereto ("the Lenders"), the Administrative Agent, and BANC OF AMERICA SECURITIES LLC.

2. Release of Security Interest.

As of the Effective Time, and subject to the terms hereof, the Administrative Agent, on behalf of itself and the Lenders hereby:

(a) terminates, releases and discharges its security interest in the Note as defined in that certain Note Pledge Agreement dated as of July 23, 2004 by and among

MCCORMICK & SCHMICK RESTAURANT CORP., a Delaware Corporation, and the Administrative Agent (the "Note Pledge Agreement").

(b) terminates the Note Pledge Agreement.

(c) terminates, releases and discharges its security interest in the Pledged Trademarks as defined in that certain Trademark Collateral Security and Pledge Agreement dated as of July 23, 2004 by and among the Grantors, as defined therein, and the Administrative Agent (the "Trademark Pledge Agreement").

(d) terminates the Trademark Pledge Agreement.

(e) terminates, releases and discharges its security interest in McCormick & Schmick Acquisition Corp.'s right, title, and interest in the Acquisition Documents as defined in that certain Collateral Assignment of Acquisition Documents dated as of July 23, 2004 by and among McCormick & Schmick Acquisition Corp. and the Administrative Agent (the "Collateral Assignment of Acquisition Documents").

(f) terminates the Collateral Assignment of Acquisition Documents.

(g) terminates, releases and discharges its security interest in the "Collateral" as defined in that certain Security Agreement dated as of July 23, 2004 by and among the Borrowers, the Lenders and the Administrative Agent (the "Security Agreement").

(h) terminates the Security Agreement.

(i) terminates, releases and discharges the security interest in the Account (as defined in the First Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Restaurant Corp. and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(j) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Restaurant Corp., Bank of America, N.A., and Fleet National Bank, as Administrative Agent perfecting the Administrative Agent's security interest in the deposit account subject to such agreement maintained at Bank of America, N.A. by McCormick & Schmick Restaurant Corp. (the "First Agency Account Agreement").

(i) terminates, releases and discharges the security interest in the Account (as defined in the Second Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Restaurant Corp. and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(j) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Restaurant Corp., Bank of America, N.A., and Fleet National Bank, as Administrative Agent perfecting the Administrative Agent's security interest in the deposit account subject to such agreement maintained at Bank of America,

N.A. by McCormick & Schmick Restaurant Corp. (the "Second Agency Account Agreement").

(k) terminates, releases and discharges the security interest in the Account (as defined in the Third Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Maryland Liquor, Inc. and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(l) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Maryland Liquor, Inc., Bank of America, N.A. and Fleet National Bank, as Administrative Agent perfecting the Administrative Agent's security interest in the deposit account subject to such agreement maintained at Bank of America, N.A. by McCormick & Maryland Liquor, Inc. (the "Third Agency Account Agreement").

(m) terminates, releases and discharges the security interest in the Account (as defined in the Fourth Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Austin Liquor, Inc. and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(n) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Austin Liquor, Inc., Bank of America, N.A. and Fleet National Bank, as Administrative Agent perfecting the Administrative Agent's security interest in the deposit account subject to such agreement maintained at Bank of America, N.A. by McCormick & Schmick Austin Liquor, Inc. (the "Fourth Agency Account Agreement").

(o) terminates, releases and discharges the security interest in the Account (as defined in the Fifth Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Orlando, LLC and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(p) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Orlando, LLC, Bank of America, N.A. and Fleet National Bank, as Administrative Agent in respect of the deposit account subject to such agreement maintained at Bank of America, N.A. by McCormick & Schmick Orlando, LLC (the "Fifth Agency Account Agreement").

(q) terminates, releases and discharges the security interest in the Account (as defined in the Sixth Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Dallas Liquor, Inc. and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(r) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Dallas Liquor, Inc., Bank of America, N.A., and Fleet National Bank, as Administrative Agent perfecting the Administrative Agent's security interest in the deposit account subject to such agreement maintained at Bank of America,

N.A. by McCormick & Schmick Dallas Liquor, Inc. (the "Sixth Agency Account Agreement").

(s) terminates, releases and discharges the security interest in the Account (as defined in the Seventh Agency Account Agreement, as defined herein) maintained at Bank of America, N.A. by McCormick & Schmick Acquisition III Texas, Inc. and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(t) terminates the Agency Account Agreement dated July 12, 2004 by and among McCormick & Schmick Restaurant Corp., Bank of America, N.A. and Fleet National Bank, as Administrative Agent perfecting the Administrative Agent's security interest in the deposit account subject to such agreement maintained at Bank of America, N.A. by McCormick & Schmick Acquisition III Texas, Inc. (the "Seventh Agency Account Agreement").

(u) terminates, releases and discharges the security interest in the Deposit Account (as defined in the First Blocked Account Agreement, as defined herein) #1-539-1000-5476, maintained at U.S. Bank National Association by McCormick & Schmick Restaurant Corp., and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(v) terminates the Blocked Account Control Agreement by and among McCormick & Schmick Restaurant Corp., Fleet National Bank, as Administrative Agent, and U.S. Bank National Association Depository Bank perfecting the Administrative Agent's security interest in the Deposit Account # 1-539-100-5476 maintained at U.S. Bank National Association by McCormick & Schmick Restaurant Corp. (the "First Blocked Account Agreement").

(w) terminates, releases and discharges the security interest in the Blocked Account (as defined in the Second Blocked Account Agreement, as defined herein) No. 70 976 185, maintained at SouthTrust Bank by McCormick & Schmick Acquisition Corp., and the proceeds therein pledged pursuant to the Security Agreement to the Administrative Agent.

(x) terminates the Three-Party Agreement for a Blocked Account dated as of August, 2004 by and among SouthTrust Bank McCormick & Schmick Acquisition Corp., and Fleet National Bank, as Agent, and U.S. Bank National Association Depository Bank perfecting the Administrative Agent's security interest in the Bank Account No. 70 976 185 maintained at SouthTrust Bank by McCormick & Schmick Acquisition Corp. (the "Second Blocked Account Agreement").

3. Authorization to Effectuate Termination.

(a) The Administrative Agent agrees to deliver to the Borrowers, at the sole cost of the Borrowers, as soon as practicable after the Effective Time, all executed satisfactions of mortgage, requests for full reconveyance and other similar discharge or

release documents (all of which shall be prepared and provided by the Borrowers and in form and substance satisfactory to the Administrative Agent) as are reasonably necessary to release, as of record, the real property security interests and notices of real property security interests and liens filed by the Administrative Agent under the 2004 Credit Agreement.

(b) The Administrative Agent authorizes Borrowers and their agents or designees to file, at the Effective Time, termination statements with respect to any fixture filings made pursuant to or in connection with the documents referred to in paragraph (a) of this Section 3.

(c) The Administrative Agent agrees to provide to the Borrowers, at the Borrowers' sole cost and expense, as soon as practicable after the Effective Time, all documents (which shall be in form and substance satisfactory to Administrative Agent) necessary for the release or reconveyance, as applicable, of all security interests filed by (or transfers effected in favor of) the Administrative Agent with the United States Patent and Trademark Office relating to any collateral granted pursuant to the Trademark Security Agreement.

(d) Upon Borrowers' written request and at the Borrowers' sole cost and expense, the Administrative Agent agrees to provide to the Borrowers termination letters with respect to the First Blocked Account Agreement and the Second Blocked Account Agreement.

(e) The Administrative Agent agrees to use commercially reasonable efforts to return to the Borrowers, as promptly as practicable following the Effective Time, all promissory notes held by or subject to control of the Administrative Agent or any Lender (including without limitation notes delivered prior to the Effective Time and evidencing the Obligations), marked "cancelled.

(f) The Administrative Agent agrees, at the request and expense of any Borrower or any Guarantor, to promptly execute and deliver to such Borrower, such Guarantor such further certificates, documents, and agreements, and to file or record such certificates, documents, and agreements or authorize the filing or recording thereof, or take such further action reasonably requested by such Borrower or such Guarantor to obtain the full benefits of this Termination and Release of Security Interests.

(g) The Administrative Agent hereby authorizes the Borrowers to file any and all documents, deemed to be reasonably necessary by the Borrowers, to effectuate the termination, release and discharge of the Administrative Agent's security interest in the documents defined in Section 2 hereof and in any collateral described in such documents.

4. Waiver of Rights.

Actions taken by the Administrative Agent herein shall not be deemed to constitute a waiver or amendment of any provision of any Loan Document (as defined in

the 2004 Credit Agreement and the Amended Credit Agreement) under either the 2004 Credit Agreement or the Amended Credit Agreement. Each of the undersigned unconditionally releases, waives and discharges any and all claims, liabilities, causes of actions or defenses of any kind which any of the undersigned may have against Bank of America, N.A. (as successor by merger to Fleet National Bank), as Administrative Agent, (or any of its directors, officers, employees or agents) that arise out of or under any of the documents identified in Section 2 hereof or the 2004 Credit Agreement.

5. Security Interests Under the Amended Credit Agreement.

Notwithstanding anything to the contrary contained herein, this Termination and Release of Security Interests shall not in any way alter, amend or terminate the security interests granted to Bank of America, N.A., as administrative agent or collateral agent, for the benefit of itself and the lenders party to the Amended Credit Agreement, pursuant the Security Documents (as defined in the Amended Credit Agreement) or obligate Bank of America, N.A. to deliver any documents, instruments, releases or terminations with respect thereto.

6. Survivorship.

Notwithstanding anything to the contrary contained in this Termination and Release of Security Interests, all obligations and duties of the Borrowers which, by their terms, specifically survive the repayment of the Obligations and/or termination of the Loan Documents (each as defined in the 2004 Credit Agreement), shall not be deemed to have been terminated or released pursuant to this Termination and Release of Security Interests, shall survive as so specified in such agreements without prejudice and shall remain in full force and effect.

7. Governing Law.

This Termination and Release of Security Interests shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principals of conflicts or choice of laws.

8. Counterparts.

This Termination and Release of Security Interests may be executed in one or more counterparts each of which will be deemed an original but all of which together shall constitute one agreement. Delivery of a counterpart of this Termination and Release of Security Interests by facsimile or by electronic transmission (such as a .pdf file sent by email) shall be as effective as delivery of a manually executed counterpart of this Termination and Release of Security Interests.

9. Successors.

This Termination and Release of Security Interests shall be binding upon and inure to the benefit of the Borrowers, the Lender and the Administrative Agent and their respective successors and assigns.

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BANK OF AMERICA, N.A. (as successor by
merger to **FLEET NATIONAL BANK**), as
Administrative Agent

By: 

Name:


Title:

Tamisha U. Eason
Vice President


(Signature Page to Release)

Acknowledged and agreed:

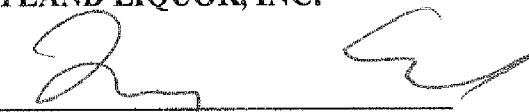
**MCCORMICK & SCHMICK
ACQUISITION CORP.**

By: 
Name: Douglas L. Schmick
Title: Chief Executive Officer and
President

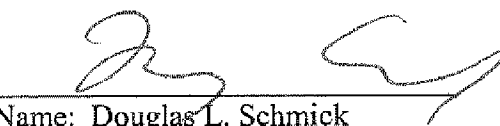
**MCCORMICK & SCHMICK
RESTAURANT CORP.**

By: 
Name: Douglas L. Schmick
Title: Chief Executive Officer and
President


**MCCORMICK & SCHMICK
MARYLAND LIQUOR, INC.**

By: 
Name: Douglas L. Schmick
Title: President and Treasurer

**MCCORMICK & SCHMICK
ACQUISITION I TEXAS, INC.**

By: 
Name: Douglas L. Schmick
Title: Authorized Person

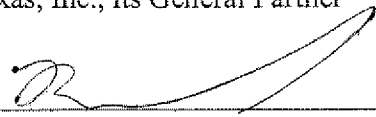
**MCCORMICK & SCHMICK
ACQUISITION II TEXAS, INC.**

By: 
Name: Douglas L. Schmick
Title: Authorized Person

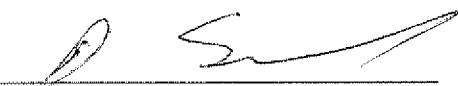
(Signature Page to Release)

**MCCORMICK & SCHMICK TEXAS,
LP**


By: McCormick & Schmick Acquisition I
Texas, Inc., its General Partner

By: 
Name: Douglas L. Schmick
Title: Authorized Person

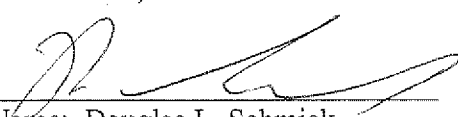
**MCCORMICK & SCHMICK
ACQUISITION III TEXAS, INC.**

By: 
Name: Douglas L. Schmick
Title: Authorized Person


**MCCORMICK & SCHMICK'S
ATLANTA II, LLC**

By: 
Name: Douglas L. Schmick
Title: Manager

**MCCORMICK & SCHMICK'S
HACKENSACK, LLC**

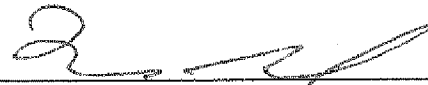
By: 
Name: Douglas L. Schmick
Title: Manager

**MCCORMICK & SCHMICK
ORLANDO, LLC**

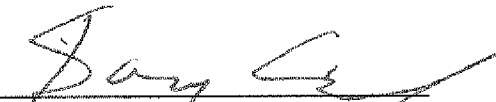
By: 
Name: Douglas L. Schmick
Title: Manager

**MCCORMICK & SCHMICK DALLAS,
LP**

By: McCormick & Schmick Acquisition I
Texas, Inc., its General Partner

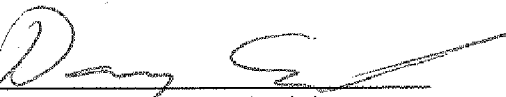
By: 
Name: Douglas L. Schmick
Title: Authorized Person

**MCCORMICK & SCHMICK DALLAS
LIQUOR, INC.**

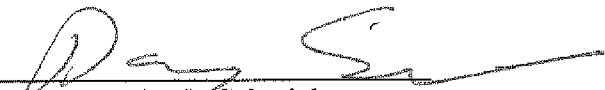
By: 
Name: Douglas L. Schmick
Title: Authorized Person

**MCCORMICK & SCHMICK AUSTIN,
LP**

By: McCormick & Schmick Acquisition I
Texas, Inc., its General Partner

By: 
Name: Douglas L. Schmick
Title: Authorized Person

**MCCORMICK & SCHMICK AUSTIN
LIQUOR, INC.**

By: 
Name: Douglas L. Schmick
Title: Authorized Person

(Signature Page to Release)