

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
Capmark Finance, Inc.		06/29/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bojangles International, LLC
Street Address:	9432 Southern Pine Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28273
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1124591	BOJANGLES' FRIED CHICKEN
Registration Number:	1177496	BOJANGLES' CAJUN SPICED CHICKEN
Registration Number:	1271955	BOJ
Registration Number:	1175371	IT'S CAJUN SPICED
Registration Number:	1271956	BOJANGLES' FAMOUS CHICKEN'N BISCUITS
Registration Number:	1185003	BOJANGLES'
Registration Number:	1219347	BOJANGLES' DIRTY RICE
Registration Number:	1218514	BOJANGLES' CAJUN PINTOS
Registration Number:	1214458	BOJANGLES
Registration Number:	1418509	CINNAMON TWIST
Registration Number:	1386213	EGG BO BISCUIT
Registration Number:	1405335	COME FOR SUNDAY COOKIN' ANYTIME
Registration Number:	1405336	FAST FOOD BLUES
Registration Number:	1426710	BOJANGLES'

OP \$1115.00 1124591

900137461

**TRADEMARK
 REEL: 004013 FRAME: 0352**

Registration Number:	1428883	WHEN YOU'RE READY FOR FLAVOR
Registration Number:	1496914	BO-TATO ROUNDS
Registration Number:	1488726	BO-TO-GO
Registration Number:	1503173	BO TO GO
Registration Number:	1509435	BO-JRS.
Registration Number:	1509436	BO-JRS.
Registration Number:	1505350	THERE'S ALWAYS SOMETHING HAPPENIN' AT THE BO
Registration Number:	1635144	COOKIN' LIKE NEVER BEFORE
Registration Number:	1684557	SOUTHERN LITE
Registration Number:	1684558	CAJUN LITE
Registration Number:	1750293	BO-BERRY BISCUITS
Registration Number:	1735051	SOUTHERN LITE
Registration Number:	1726558	'JUST GOTTA HAVE MORE!
Registration Number:	1763117	CAROLINA CAJUN BAR-B-QUE
Registration Number:	1761584	CAROLINA GRILLE
Registration Number:	1792235	BUFFALO BITES
Registration Number:	1850798	BUFFALO BITES
Registration Number:	1799527	BO'S CAJUN ROAST CHICKEN
Registration Number:	1827593	BO'S CAJUN ROAST
Registration Number:	1835580	BO'S CAJUN ROAST
Serial Number:	74512806	COMBOMANIA
Registration Number:	1924331	UNBOLIEVABLE!
Registration Number:	1948685	BOJANGLES' EXPRESS
Registration Number:	1963170	COME TASTE THE DIFFERENCE
Registration Number:	1980984	COMBOMANIA
Serial Number:	74701373	BISCUITS AND BAGELS
Serial Number:	75188457	DIRTY RICE
Serial Number:	80060750	
Serial Number:	80104982	
Serial Number:	80126597	

CORRESPONDENCE DATA

Fax Number: (804)698-2205

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 804-775-7368

Email: dsmith@mcguirewoods.com

TRADEMARK
REEL: 004013 FRAME: 0353

Correspondent Name: Douglas B. Smith
Address Line 1: 901 East Cary Street
Address Line 2: One James Center
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Douglas B. Smith
Signature:	/Douglas B. Smith/
Date:	06/29/2009

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June __, 2009, by Capmark Finance Inc., in its capacity as servicer as successor to Franchise Mortgage Acceptance Company ("FMAC"), for FMAC Loan Receivables Trust 1998-B ("Secured Party") grants a release of security interest in trademarks to Bojangles' International, LLC ("Grantor") as follows:

WHEREAS, Grantor and FMAC entered into that certain Participation and Guaranty Agreement dated as of March 31, 1998 (as amended, restated, or otherwise modified, the "Participation Agreement");

WHEREAS, pursuant to the Participation Agreement, Grantor granted a continuing security interest in, and continuing lien upon, among other things, all right, title, and interest of Grantor in and to certain trademarks and service marks of Grantor, including, but not limited to, the federally registered marks set forth on Schedule A attached hereto, together with all goodwill connected with the use of and symbolized by each, and all renewals thereof (collectively, the "Marks"), which Participation Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on June 16, 1998, at Reel/Frame No. 1740/0681; and

WHEREAS, Grantor has fulfilled all of the underlying obligations secured by Secured Party's security interest in and lien upon the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Secured Party hereby releases its continuing security interest in, and continuing lien upon, the Marks.
2. This Release has been executed and delivered by Secured Party for the purpose of releasing, removing, or otherwise eliminating the security interest of the Secured Party in the Marks described in the Participation Agreement that was filed with the USPTO and, to the extent required, any other such offices in other countries of the world. All of Grantor's obligations under the Participation Agreement, as they pertain to the Marks, are terminated as of the date first set forth above.
3. Upon Grantor's written request and at Grantor's cost, Secured Party shall sign all agreements and/or documents necessary or convenient to carry out this Release and the obligations herein. In addition, the Secured Party hereby authorizes Grantor to file this Release with the USPTO.
4. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

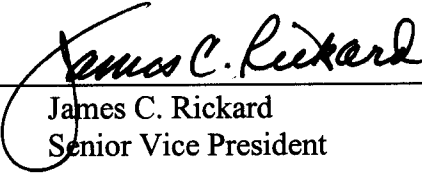
5. This Release and all matters arising from or relating to this Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict or choice of law principles thereof.

6. Grantor does forever, finally, fully, unconditionally and completely release, relieve, acquit, remise and discharge Secured Party and Secured Party's subsidiaries, affiliates, parents, successors, predecessors and assigns, and all past and present employees, officers, directors, agents, representatives, servicers, attorneys, insurers, accountants and certificateholders of Secured Party or Secured Party's subsidiaries, affiliates, parents, successors, predecessors and assigns, each in its, his or her individual and representative capacities, from and against any and all claims, debts, liabilities, demands, obligations, premises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorneys' fees and related costs), damages, injuries, suits, actions and causes of action of whatever kind or nature existing as of the date of this Release, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity (hereinafter collectively, "Claims"), including, without limitation, any and all Claims arising out of or in any way connected with the Participation Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned parties have executed this Release of Security Interest in Trademarks as of the ____ day of June, 2009.

CAPMARK FINANCE INC.,
as Servicer

By: 
James C. Rickard
Senior Vice President

ACKNOWLEDGED AND AGREED TO BY:

BOJANGLES' INTERNATIONAL, LLC,
as Grantor

By: _____
Name: _____
Title: _____

Schedule A

[Attached hereto]

Error! Unknown document property name.

RECORDED: 06/29/2009

**TRADEMARK
REEL: 004013 FRAME: 0359**