

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Security	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheddar's Casual Cafe, Inc.		06/11/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3638663	CHEDDAR'S CASUAL CAFE	
Serial Number:	76658425	CHEDDAR'S	
Registration Number:	2720689	FISHDADDY'S SEAFOOD GRILL	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	423643-5		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

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**TRADEMARK
 REEL: 004229 FRAME: 0384**

Date:

06/22/2010

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARKS
(SECOND LIEN TRADEMARK AGREEMENT)**

CHEDDAR'S CASUAL CAFÉ, INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS, dated as of June 11, 2010, by BANK OF AMERICA, N.A., a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as second lien administrative agent under the Second Lien Credit Agreement referred to below (in such capacity, the "Second Lien Administrative Agent").

WHEREAS, Cheddar's Casual Café, Inc., a Delaware corporation (*as successor in interest*) ("Cheddar's"), entered into the Credit Agreement (Second Lien Credit Agreement), dated August 25, 2006 (as amended and in effect prior to the date hereof, the "Second Lien Credit Agreement"), with the financial institutions party thereto from time to time as "Lenders" and the Second Lien Administrative Agent; and

WHEREAS, in connection with the Second Lien Credit Agreement, Cheddar's entered into the Trademark Collateral Security and Pledge Agreement (Second Lien), dated as of August 25, 2006 (as amended and supplemented prior to the date hereof, the "Second Lien Trademark Agreement"), with the Second Lien Administrative Agent, which Second Lien Trademark Agreement was recorded with the United States Patent and Trademark Office on August 28, 2006 at Reel 3378, Frame 0821 and on January 26, 2009 at Reel 3924, Frame 0798, for the purpose of securing certain obligations of Cheddar's under Section 2 of the Second Lien Trademark Agreement; and

WHEREAS, pursuant to the Second Lien Trademark Agreement, Cheddar's unconditionally granted to the Second Lien Administrative Agent, for the benefit of the Secured Parties and the Second Lien Administrative Agent, a continuing security interest in and second priority lien on Cheddar's Pledge Trademarks (collectively, including without limitation, the trademarks identified on Exhibit A attached hereto), and pledged and mortgaged (but did not transfer title to) the Pledged Trademarks to the Second Lien Administrative Agent for the benefit of the Secured Parties and the Second Lien Administrative Agent; and

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Second Lien Trademark Agreement the parties agree as follows:

1. The Second Lien Administrative Agent hereby terminates and releases its security interest and second priority lien on the Pledged Trademarks identified on Exhibit A attached hereto, and the Second Lien Administrative Agent hereby assigns and transfers to Cheddar's, without recourse or representation or warranty of any kind, the Second Lien


Administrative Agent's entire right, title and interest in and to the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

2. The parties hereto acknowledge that this document may be filed with the United States Patent and Trademark Office to evidence the termination and release granted herein.

3. This document may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

{Remainder of page intentionally left blank.}

BANK OF AMERICA, N.A.,
as Second Lien Administrative Agent

By: 
Name: *Kimberly D. Williams*
Title: *Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF UNION

8th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of June, 2010, personally appeared KIMBERLY D. WILLIAMS to me known personally and who, being by me duly sworn, deposes and says that she is a VICE PRESIDENT of BANK OF AMERICA, N.A., and that said instrument was signed on behalf of said Person by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said Person in its capacity as Second Lien Administrative Agent.

Nora N. Love

Notary Public
My Commission Expires: 12/3/2014

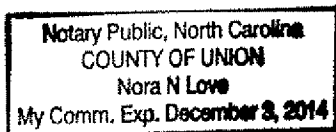


EXHIBIT A

Owner	Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
Cheddar's Casual Café, Inc.	Cheddar's Casual Café	3638663	06/16/2009
Cheddar's Casual Café, Inc.	Cheddar's	76658425	11/07/2006
Cheddar's Casual Café, Inc.	Fishdaddy's Seafood Grill	2720689	06/03/2003

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