

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		04/21/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sizzling Platter, LLC		
<b>Street Address:</b>	348 East 6400 South, Suite 200		
<b>City:</b>	Murray		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84107		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>Name:</b>	Sizzling Caesars, LLC		
<b>Street Address:</b>	348 East 6400 South, Suite 200		
<b>City:</b>	Murray		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84107		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2099536	HOPPERS	
Registration Number:	2101637	HOPPERS	
Registration Number:	2143520	HOPPERS GRILL & BREWING COMPANY	
Registration Number:	2143533	HOPPERS	
Registration Number:	1822895	RUBY RIVER	
Registration Number:	1964873	RUBY RIVER	
Registration Number:	1806606	RUBY RIVER STEAKHOUSE	
Registration Number:	1885429	WHAT A STEAK OUGHT TO BE	

CH \$240.00 2099536

Registration Number:	3094809	SPAGHETTI MAMA'S
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**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
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ATTORNEY DOCKET NUMBER:	025646-0414
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NAME OF SUBMITTER:	Zeynep Gieseke
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Signature:	/zg/
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Date:	04/21/2011
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Total Attachments: 11  
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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made as of April 21, 2011 ("Effective Date") by General Electric Capital Corporation, a Delaware corporation, acting in its capacity as agent for the Lenders (defined below) ("Agent"), with offices at 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, and is accepted and acknowledged by Sizzling Platter, LLC, a Nevada limited liability company, and Sizzling Caesars, LLC, a Delaware limited liability company (collectively, the "Grantor"), with the Grantor's principal offices located at 348 East 6400 South, Suite 200, Murray, Utah 84107. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below) and the Intellectual Property Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 29, 2007 by and among Sizzling Platter, LLC, the Lenders party thereto (collectively, the "Lenders"), and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Grantor executed and delivered to the Agent, for the benefit of itself and the Lenders, that certain Security Agreement dated as of August 29, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and that certain Intellectual Property Security Agreement by Grantor in favor of Agent dated as of August 29, 2007 (the "Intellectual Property Security Agreement") Grantor pledged and granted to Agent (for the benefit of itself and the Lenders) a continuing first priority security interest and Lien in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, (i) the Patents and Patent Licenses referred to on Schedule I, (ii) the Trademarks and Trademark Licenses referred to on Schedule II, and (iii) the Copyrights and Copyright Licenses referred to on Schedule III; (iv) all reissues, continuations or extensions of the foregoing; (v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and (vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent or Patent licensed under any Patent License, (b) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (c) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (d) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (e) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (f) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License; and

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 31, 2007, at Reel 3614, Frame 0115.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent (on behalf of itself and the Lenders) hereby (i) grants, assigns and conveys, without representation, recourse or warranty whatsoever, back to Grantor all of Agent's rights, title and interest in the Intellectual Property Collateral, if any, (ii) terminates, discharges and releases, without representation, recourse or warranty whatsoever, any and all of Agent's security interests and Liens in and against the Intellectual Property Collateral, and (iii) terminates the Intellectual Property Security Agreement.

Agent shall, at the sole cost and expense of Grantor, its successors and assigns, take all further actions, and provide to Grantor, its successors and assigns, all other documents or other instruments, reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By: \_\_\_\_\_ 

Name: \_\_\_\_\_ **LISA EVERROAD  
AUTHORIZED SIGNATORY**

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED as of the Effective Date by:**

**SIZZLING PLATTER, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIZZLING CAESARS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

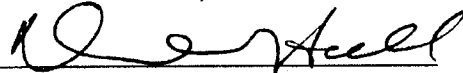
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED as of the Effective Date by:**

**SIZZLING PLATTER, LLC**

By: 

Name: David Hall

Title: Treasurer

**SIZZLING CAESARS, LLC**

By: 

Name: David Hall

Title: Treasurer

**SCHEDULE I**

**to**

**RELEASE OF SECURITY AGREEMENT IN INTELLECTUAL PROPERTY**

**I. PATENT REGISTRATIONS**

None

**II. PATENT APPLICATIONS**

None

**III. PATENT LICENSES**

None

**SCHEDULE II**  
**to**  
**RELEASE OF SECURITY AGREEMENT IN INTELLECTUAL PROPERTY**

**I. TRADEMARK REGISTRATIONS**

GRANTOR	MARK	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
Sizzling Platter, LLC	HOPPERS	2,099,536	09/23/1997	Federal
Sizzling Platter, LLC	HOPPERS	2,101,637	09/23/1997	Federal
Sizzling Platter, LLC	HOPPERS GRILL & BREWING COMPANY	2,143,520	03/10/1998	Federal
Sizzling Platter, LLC	HOPPERS	2,143,533	03/10/1998	Federal
Sizzling Platter, LLC	RUBY RIVER	1,822,895	02/22/1994	Federal
Sizzling Platter, LLC	RUBY RIVER (ALCOHOLIC BEV)	1,964,873	04/2/1996	Federal
Sizzling Platter, LLC	RUBY RIVER STEAKHOUSE	1,806,606	11/23/1993	Federal
Sizzling Platter, LLC	WHAT A STEAK OUGHT TO BE	1,885,429	03/21/1995	Federal
Sizzling Platter, LLC	SPAGHETTI MAMA'S	3,094,809	05/23/2006	Federal
Sizzling Platter, LLC	HOPPERS UNA MAS CERVEZA	5259669-0190	01/14/2003	State (Utah)
Sizzling Platter, LLC	HOPPERS UNA MAS BEER	5259633-0190	01/14/2003	State (Utah)
Sizzling Platter, LLC	DARK RENEGADE STOUT	036886	12/20/1996	State (Utah)
Sizzling Platter, LLC	PALE MORNING ALE	036885	12/20/2006	State (Utah)
Sizzling Platter, LLC	COME HUNGRY	N/A	09/14/1999	State (Nevada)

**II. TRADEMARK APPLICATIONS**

None

**III. TRADEMARK LICENSES OF SIZZLING PLATTER, LLC**

1. Statewide License for Use of Method of Operating Restaurant and of Trademark or Tradename Incidental Thereto, dated September 2, 1963, by and among Sizzlers, Inc., Robert P. Minshew and Marjorie L. Minshew.
2. License Agreement, dated July 27, 1972, by and between Diversified Food Enterprises, Inc. and Sizzler Family Steak Houses.



3. License Agreement, dated December 1, 1973, by and between Sizzling Platter, LLC f/k/a Sizzling Platter, Inc., Sizzler Family Steak Houses, Robert P. Minshew and Marjorie L. Minshew.
4. License Agreement, dated April 18, 1977, by and between Diversified Food Enterprises, Inc. and Sizzler Family Steak Houses.
5. Sub-License Agreement, dated June 11, 1977, by and among Robert P. Minshew, Marjorie L. Minshew and Sizzling Platter, LLC f/k/a Sizzling Platter, Inc.
6. License Agreement, dated December 20, 1983, by and between Diversified Food Enterprises, Inc. and Sizzler Restaurants International, Inc.
7. Sub-License Agreement, dated November 1, 1988, by and among Robert P. Minshew, Marjorie L. Minshew and Sizzling Platter, LLC f/k/a Sizzling Platter, Inc.
8. Sizzler Sub-License Agreement, dated January 1, 1989, by and among Robert P. Minshew, Marjorie L. Minshew and Sizzling Platter, LLC f/k/a Sizzling Platter, Inc.
9. License Agreement, dated March 28, 1989, by and between Sizzling Platter, LLC f/k/a Sizzling Platter, Inc. and Sizzler Restaurants International, Inc.
10. Designation of Sublicensee Pursuant to Statewide License for Use of Method of Operating Restaurant and of Trademark or Tradename Incidental Thereto, dated September 26, 1991, by Robert P. Minshew and Marjorie L. Minshew in favor of Sizzling Platter, Inc.
11. Side Letter Agreement, dated April 5, 2007, by and between Borrower and Sizzler USA, with respect to the franchise relationship and license rights of Borrower.
12. Sizzler Franchise Agreement, dated April 16, 2007, by and between Sizzler USA Franchise, Inc. and Borrower (Sizzler #420).
13. Sizzler Franchise Agreement, dated April 16, 2007, by and between Sizzler USA Franchise, Inc. and Borrower (Sizzler #619).
14. Sizzler Franchise Agreement, dated April 16, 2007, by and between Sizzler USA Franchise, Inc. and Borrower (Sizzler #427).
15. Red Robin Burger and Spirits Emporium Development Agreement, dated April 1, 1992, by and between Red Robin International, Inc. and Sizzling Platter, Inc., a Utah corporation.
16. Red Robin Burger and Spirits Emporium Franchise Agreement, dated March 29, 1993, by and between Red Robin International, Inc. and Rockin' Robin, L.C.
17. Red Robin Franchise Agreement, dated September 11, 1995, by and between Red Robin International, Inc. and Rockin' Robin, L.C.

18. Red Robin Franchise Agreement, dated October 14, 1996, by and between Red Robin International, Inc. and Rockin' Robin, L.C.
19. Red Robin Franchise Agreement, dated January 10, 2000, by and between Red Robin International, Inc. and Rockin' Robin, L.C.

**IV. TRADEMARK LICENSES OF SIZZLING CAESARS, LLC**

1. Little Caesar Enterprises, Inc. Multi-Unit Franchise Development Agreement, dated July 1, 2002, by and between Little Caesar Enterprises, Inc. and Sizzling Caesars.
2. Little Caesar Enterprises, Inc. Multi-Unit Franchise Development Agreement, dated December 4, 2003, by and between Little Caesar Enterprises, Inc. and Sizzling Caesars.
3. Consent to Transfer Agreement, dated of even date herewith, by and among Little Caesar Enterprises, Inc., Caesars Utah, Joe K. Johnson, Corwin Hair, Brad Dennis, Sizzling Caesars, Borrower, Valor Equity Partners II L.P., Valor Equity Partners II-A L.P., Jonathan K. Shulkin, Antonio Gracias and Victor Morgenstern.
4. Transfer Addendum, dated of even date herewith, by and between Little Caesar Enterprises, Inc. and Sizzling Caesars.
5. Amendment to Franchise Agreements, dated of even date herewith, by and between Little Caesar Enterprises, Inc. and Sizzling Caesars.
6. See attached schedule of franchise agreements between Little Caesar Enterprises, Inc. and Sizzling Caesars.

**LITTLE CAESAR FRANCHISE AGREEMENTS OF SIZZLING CAESARS, LLC**

<b>STORE NO.</b>	<b>ADDRESS</b>	<b>EXPIRATION</b>
#4001	1260 North State Street, Provo, Utah 84604	06/30/2022
#4002	648 East State Street, American Fork, Utah 84003	06/30/2022
#4003	74 South State Street, Orem, Utah 84058	06/30/2022
#4004	9205 South 700 East, Sandy City, Utah 84070	06/30/2022
#4005	1836 West 12600 South, Riverton, Utah 84065	06/30/2022
#4006	434 North 900 East, Provo, Utah 84606	06/30/2022
#4007	1074 North Main, Spanish Fork, Utah 84660	06/30/2022
#4008	880 East 5900 South, Murray, Utah 84121	06/30/2022
#4009	3950 West 5400 South, Kearns, Utah 84118	06/30/2022
#4010	7085 South Redwood Road, West Jordan, Utah 84084	06/30/2022
#4011	4124 South Redwood Road, Taylorsville, Utah 84123	06/30/2022
#4012	3380 South 5600 West, West Valley, Utah 84120	06/30/2022
#4013	4654 South 2300 East, Holladay, Utah 84117	06/30/2022
#4014	1580 South State, Clearfield, Utah 84015	06/30/2022
#4015	74 East 500 South, Suite 14, Bountiful, Utah 84010	06/30/2022
#4016	675 East 2100 South, Salt Lake City, Utah 84106	06/30/2022
#4017	1617 West 9000 South, West Jordan, Utah 84088	06/30/2022
#4018	3632 West 3500 South, West Valley, Utah 84120	06/30/2022
#4019	2600 North 400 East, North Ogden, Utah 84414	06/30/2022
#4020	1400 North Main Street, Logan, Utah 84341	06/30/2022
#4021	4862 South 1900 West, Roy, Utah 84067	06/30/2022
#4022	3585 South Harrison Boulevard, Ogden, Utah 84403	06/30/2022
#4023	6973 South 4800 West, West Jordan, Utah 84084	06/30/2022
#4024	805 South 900 West, Salt Lake City, Utah 84104	06/30/2022
#4025	2301 East 2100 South, Salt Lake City, Utah 84109	06/30/2022
#4026	1169 East Main Street, Price, Utah 84501	06/30/2022
#4027	3422 East 7800 South, Salt Lake City, Utah 84121	06/30/2022
#4028	11400 South 700 East, Draper, Utah 84020	06/30/2022

STORE NO.	ADDRESS	EXPIRATION
#4029	192 North Fairfield, Layton, Utah 84041	06/30/2022
#4030	1169 West US Highway 40, #A, Vernal, Utah 84078	06/30/2022
#4031	787 South US Highway 6, Payson, Utah 84651	06/30/2022
#4032	464 12th Street, Ogden, Utah 84404	06/30/2022
#4033	318 East State Street, Pleasant Grove, Utah 84062	06/30/2022
#4034	1933 North 2000 West, Space H, Clinton, Utah 84015	06/30/2022
#4035	3961 West 9000 South, West Jordan, Utah 84088	06/30/2022
#4036	405 South Main Street, Springville, Utah 84663	06/30/2022
#4037	1625 West 700 North, Suite G, Salt Lake City, Utah 84116	06/30/2022
#4038	200 North Main Street, Tooele, Utah 84074	05/15/2023
#4039	89 East Highway 73, Saratoga Springs, Utah 84043	08/21/2023
#4040	500 South 1100 East, Salt Lake City, Utah 84102	05/11/2024
#4041	13400 South 5000 West, Riverton, Utah 84065	TBD
#0101	1395 South Sheridan, Lakewood, Colorado 80232	05/11/2024
#0102	7777 West 38th Avenue, Wheatridge, Colorado 80033	08/06/2024
#0103	1305 Krameria Street, Denver, Colorado 80220	10/25/2024
#0104	2001 West Alameda Avenue, Denver, Colorado 80223	04/15/2015
#0105	757 East 20th Avenue, Denver, Colorado 80205	12/26/2014
#0106	2969 South Federal Boulevard, Denver, Colorado 80236	03/15/2015
#0107	1840 North 12th Street, Grand Junction, Colorado 81501	04/24/2016
#0108	4916 Federal Boulevard, Denver, Colorado 80221	07/17/2016
#0109	16881 East Iliff Avenue, Aurora, Colorado 80013	04/30/2017
#0110	3210 I-70 Business Loop, Clifton, Colorado 81520	03/19/2017
#0111	9190 Pecos Street, Thornton, Colorado 80221	01/11/2017
#0112	East Colfax & Havana Street, Aurora, Colorado 80010	TBD

**SCHEDULE III**

**to**

**RELEASE OF SECURITY AGREEMENT IN INTELLECTUAL PROPERTY**

**I. COPYRIGHT REGISTRATIONS**

None

**II. COPYRIGHT APPLICATIONS**

None

**III. COPYRIGHT LICENSES**

None