

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
Sankaty Advisors, LLC		05/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Restaurant Technologies, Inc.
Street Address:	2250 Pilot Knob Road
Internal Address:	Suite 100
City:	Mendota Heights
State/Country:	MINNESOTA
Postal Code:	55120
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3350195	MAXLIFE
Serial Number:	77275347	MAXLIFE
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2529512	RTI
Serial Number:	77074483	ZEROT

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-492-6842
 Email: Cadwell.Jeffrey@dorsey.com
 Correspondent Name: Jeffrey R. Cadwell
 Address Line 1: Dorsey & Whitney LLP
 Address Line 2: 50 South Sixth Street, Suite 1500

900192090

**TRADEMARK
 REEL: 004543 FRAME: 0083**

CH \$165.00 3350195

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:

Jeffrey R. Cadwell

Signature:

/Jeffrey R. Cadwell/

Date:

05/17/2011

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 16th day of May, 2011, by SANKATY ADVISORS, LLC, in its capacity as Collateral Agent for the Purchasers ("Assignor"), in favor of RESTAURANT TECHNOLOGIES, INC., a Delaware corporation, located at 2250 Pilot Knob Road, Suite 100, Mendota Heights, MN 55120 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Security Agreement, as applicable.

WHEREAS, pursuant to the original Note Purchase Agreement dated as of February 1, 2006, by and among Assignee, Persons designated as "Guarantors" on the signature pages thereof, Assignor and the persons signatory thereto as Purchasers, which was amended pursuant to the First Amendment to Note Purchase Agreement dated as of March 15, 2007 (as amended and in effect prior to the Effective Date, the "Original Note Purchase Agreement"), the Purchasers agreed to acquire from the Company (a) Senior Secured Notes Series A due 2012 in the aggregate principal amount of US \$50,612,245.00 and (b) Senior Secured Notes Series B due 2012 in the aggregate principal amount of US \$25,345,268.54 (together, the "Original Notes");

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of May 9, 2008, by and among Assignee, Persons designated as "Guarantors" on the signature pages thereof, Assignor and the persons signatory thereto as Purchasers (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Assignee agreed to exchange the Original Notes with Series I Senior Secured Notes due 2012 in the aggregate principal amount of \$78,702,892.04 (hereinafter referred to as the "Series I Notes"), and the Purchasers agreed to receive, subject to the terms and conditions set forth therein, such new Series I Notes in replacement of the Original Notes;

WHEREAS, pursuant to the Note Purchase Agreement, Assignee agreed to issue and sell to the Purchasers, and the Purchasers agreed to purchase, subject to the terms and conditions set forth therein, Series 2 Senior Secured Notes due 2012 up to the aggregate principal amount of up to US \$6,579,591.84 (the "Series 2 Notes");

WHEREAS, Purchasers were willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Note Party shall have executed and delivered to Assignor, for the benefit of Purchasers, that certain Amended and Restated Security Agreement dated as May 9, 2008 (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 Security Agreement, Assignee and Assignor into that certain Amended and Restated Trademark Security Agreement, dated as of May 9, 2008 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 11, 2010, at Reel 4413/Frame 0221;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor, on behalf of Purchasers, a continuing security interest (superior and prior to the rights of all other Persons) in all of Assignee's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"): .

(a) all of its Trademarks and the rights under any written agreement then owned or thereafter acquired by it granting any right to use any Trademark (the "Trademark Licenses") to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Assignee against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary in the Trademark Security Agreement or the Amended and Restated Security Agreement, while Assignor did acquire a security interest in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office, Assignor agreed not to make an assignment, grant, transfer, or other conveyance of such application until such time as a verified amendment to allege use or statement of use is filed for such application or Assignor arranged for an assignment of such Trademarks to a Purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. § 1060.

WHEREAS, Assignor and Assignee desire that Assignor terminate and release its security interest in all of Assignee's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby fully releases and discharges without recourse and without any representation or warranty of any kind (either express or implied) its

continuing security interest in all of Assignee's right, title and interest in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on Schedule I annexed hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

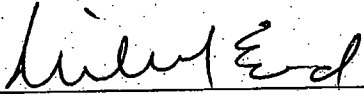
Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Code termination statements or such other forms as may be necessary or appropriate to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

SANKATY ADVISORS, LLC, in its
capacity as Collateral Agent for the
Purchasers


By: 
Name: Michael Ewald
Title: Managing Director


**SCHEDULE I TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

See attached.

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>Jurisdiction</u>	<u>Application No./File Date</u>	<u>Priority No./Res.</u>	<u>Class/ Goods and Services</u>	<u>Status</u>
MAXLIFE	<u>Australia</u>	<u>1,217,868</u> <u>January 3, 2008</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Published</u>
MAXLIFE	<u>Canada</u>	<u>1,378,160</u> <u>January 7, 2008</u>	<u>n/a</u>	<u>Cooking Oil</u>	<u>Pending</u>
MAXLIFE	<u>European Union</u>	<u>006,537,881</u> <u>December 21, 2007</u>	<u>n/a</u>	<u>Class 29: Meat, Fish, Poultry and Game; Meat Extracts; Preserved, Frozen, Dried and Cooked Fruits and Vegetables; Jellies, Jams, Compotes; Eggs, Milk and Milk Products; Edible Oils and Fats; Cooking Oil</u>	<u>Pending</u>
MAXLIFE	<u>New Zealand</u>	<u>781,901</u> <u>December 21, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Published</u>
MAXLIFE	<u>U.S.</u>	<u>78/881,699</u> <u>May 11, 2006</u>	<u>3,350,195</u> <u>December 4, 2007</u>	<u>Class 29: Cooking Oil</u>	<u>Registered</u>
MAXLIFE & Design	<u>U.S.</u>	<u>77/275,347</u> <u>September 10, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Allowed</u>
					
MAXLIFE ZEROT GOLD	<u>U.S.</u>	<u>77/206,011</u> <u>June 14, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Allowed</u>
MAXLIFE ZT HI-C	<u>U.S.</u>	<u>77/229,572</u> <u>July 13, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Allowed</u>
MAXLIFE ZT HI-O C	<u>U.S.</u>	<u>77/229,429</u> <u>July 13, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Allowed</u>

<u>RESTAURANT TECHNOLOGIES</u>	<u>U.S.</u>	<u>75/756.169</u> <u>July 15, 1999</u>	<u>2,663,675</u> <u>December 17, 2002</u>	<u>Class 11: Filters, pumps and tanks sold in combination for use in restaurant cooking oil handling systems</u> <u>Class 29: Cooking Oil</u>	<u>Registered</u>
<u>RESTAURANT TECHNOLOGIES, INC.</u>	<u>U.S.</u>	<u>76/227.331</u> <u>March 20, 2001</u>	<u>2,801,721</u> <u>January 6, 2004</u>	<u>Class 37: Installation and maintenance of cooking oil handling systems comprised of filters, pumps and tanks</u>	<u>Registered</u>
<u>RTI & Design</u> 	<u>U.S.</u>	<u>76/125.462</u> <u>September 8, 2000</u>	<u>2,529,512</u> <u>January 15, 2002</u>	<u>Class 11: Filters, pumps and tanks sold in combination for use in restaurant cooking oil handling systems</u> <u>Class 37: Installation and maintenance of cooking oil handling systems</u>	<u>Registered</u>
<u>ZEROT</u>	<u>Canada</u>	<u>1,352,637</u> <u>June 21, 2007</u>	<u>n/a</u>	<u>Cooking Oil</u>	<u>Pending</u>
<u>ZEROT</u>	<u>U.S.</u>	<u>77/074.483</u> <u>January 2, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending - Allowed</u> <u>Statement of Use filed 4/10/08, awaiting its acceptance</u>