

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as successor in interest to Wachovia Bank, National Association, as Administrative Agent		10/07/2011	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	CiCi's Holdings, Inc.,
Street Address:	1080 West Bethel Road
City:	Coppell
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	CORPORATION: DELAWARE

Name:	Awesome Acquisition Company
Street Address:	1080 West Bethel Road
City:	Coppell
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	CORPORATION: DELAWARE

Name:	CiCi Enterprises, LP
Street Address:	1080 West Bethel Road
City:	Coppell
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
		TRADEMARK

900204278

REEL: 004639 FRAME: 0378

OP \$1115.00 3293786

Registration Number:	3293786	
Registration Number:	3251151	
Registration Number:	1712523	CICI'S
Registration Number:	2680694	CICI'S

CORRESPONDENCE DATA

Fax Number: (919)416-8328
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500
 Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	512485-5198 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	10/10/2011

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of October 7, 2011, is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor in interest to Wachovia Bank National Association, as administrative agent (the "Administrative Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Loan Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with (a) that certain Credit Agreement, dated as of June 4, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") among CiCi's Holdings, Inc., a Delaware corporation ("Holdings"), Awesome Acquisition Company, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower from time to time party thereto (including CiCi Enterprises, LP, a Delaware limited partnership (the "Obligor")), as guarantors, the several banks and other financial institutions from time to time party thereto, as lenders, and (b) that certain Term Loan Agreement, dated as of June 4, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement" and together with the First Lien Credit Agreement hereinafter referred to as the "Loan Agreements"; all capitalized terms contained herein but not otherwise defined shall have their meaning as defined in the Loan Agreements) among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto, as guarantors, the several banks and other financial institutions from time to time party thereto, as lenders and the Administrative Agent, the Obligor executed and delivered both a first lien and a second lien Security and Pledge Agreement, dated as of June 4, 2007, in favor of the Administrative Agent, for the benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreements").

WHEREAS, pursuant to the Security Agreements, liens on and security interests in (the "Security Interests") certain collateral, including the Trademarks listed on Schedule A hereto (the "Trademarks"), were granted by the Obligor and certain of its affiliates to the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties; and for the purpose of recording such Security Interests with respect to the Trademarks with the United States Patent and Trademark Office, the Obligor and the Administrative Agent entered into both a first lien and a second lien Notice of Grant of Security Interest in Trademarks dated as of June 4, 2007 in favor of Administrative Agent for its respective trademarks (individually a "Trademark Notice" and collectively, the "Trademark Notices").

WHEREAS, the first lien Trademark Notice was recorded in the Trademark Division of the United States Patent and Trademark Office on July 17, 2007, at Reel 3581 and Frame 0610 with respect to United States trademarks and trademark applications.

WHEREAS, the second lien Trademark Notice was recorded in the Trademark Division of the United States Patent and Trademark Office on July 18, 2007, at Reel 3582 and Frame 0275 with respect to United States trademarks and trademark applications.

WHEREAS, in connection with that certain payoff letter between the Administrative Agent and the Borrower, dated on or about the date hereof, the Administrative Agent now desires to terminate and release the entirety of its Security Interests in the Trademarks;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Release of Security Interests. The Administrative Agent hereby terminates, releases and discharges the Security Interests in the Trademarks, and any right, title or interest of the Administrative Agent in such Trademarks pursuant to the Security Interests shall hereby cease and become void.

2. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.


3. Recordation. The Administrative Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Termination and Release.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as successor in interest to Wachovia
Bank National Association,
as Administrative Agent

By: 
Name: Todd Alcantara
Title: Vice President

Schedule A

U.S. TRADEMARKS

Mark	Registration No.	Registration Date
 Design Only	3293786	September 18, 2007
 Design Only	3251151	June 12, 2007
CiCi's (Word Only)	1712523	September 1, 1992
CiCi's (Word Only)	2680694	January 28, 2003

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