

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
JPMorgan Chase Bank, N.A., as Administrative Agent		04/30/2012	National Banking Association:
RECEIVING PARTY DATA			
Name:	Restaurant Depot, Inc.		
Street Address:	1220 N. Market Street		
Internal Address:	Suite 806		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1918672	WINDOW MAGIC	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2028428800		
Email:	dctrademarks@dbr.com, kristine.brown@dbr.com		
Correspondent Name:	Anthony J. Palumbo		
Address Line 1:	1500 K Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	478533		
NAME OF SUBMITTER:	Kristine M. Brown		

OP \$40.00 1918672

Signature:	/Kristine M. Brown/
Date:	05/18/2012
Total Attachments: 4 source=Termination and Release - (Restaurant Depot Inc)#page1.tif source=Termination and Release - (Restaurant Depot Inc)#page2.tif source=Termination and Release - (Restaurant Depot Inc)#page3.tif source=Termination and Release - (Restaurant Depot Inc)#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of April 30, 2012, from JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Lenders, to Restaurant Depot, Inc., a Delaware corporation, located at Suite 806, 1220 N. Market Street, Wilmington, Delaware 19801 ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 2, 2007, made by the Grantors (as defined therein) in favor of the Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of July 2, 2007, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 3, 2007, at Reel 3573 and Frame 597; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

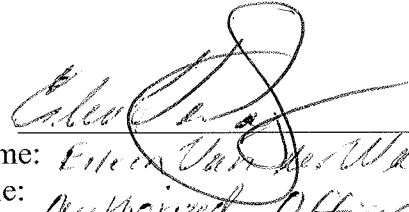
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Gurantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The 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 Interest contemplated hereby.

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

JPMORGAN CHASE BANK, N.A.

By: 
Name: *Eric Van der Waay*
Title: *Authorized Officer*

STATE OF NY)
)
COUNTY OF Nassau.)

ss.:

LISA MILLER
Notary Public, State of New York
No. 01MI6153370
Qualified in Nassau County
Commission Expires Oct. 2, 2014

On this 30 day of April, 2012, before me personally appeared Eileen Underway to me known who, being by me duly sworn, did depose and say that he/she is Authorized Officer of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.


Notary Public

(Affix Seal Below)

Schedule A

U.S. Trademark Applications and Registrations

<u>Trademark</u>	<u>Registration Number</u>
WINDOW MAGIC	Reg. No. 1,918,672