

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		08/21/2012	National Banking Association:

RECEIVING PARTY DATA

Name:	NOODLE TIME, INC.
Street Address:	8750 NW 36th Street, Suite 300
City:	Doral
State/Country:	FLORIDA
Postal Code:	33178
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0937781	
Registration Number:	0940142	BENIHANA OF TOKYO
Registration Number:	1230609	BENIHANA
Registration Number:	1371624	BENIHANA
Registration Number:	1412570	BENIHANA
Registration Number:	1426792	
Registration Number:	2030592	

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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 Email: trademark@proskauer.com
 Correspondent Name: Jenifer deWolf Paine

CH \$190.00 0937781

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ATTORNEY DOCKET NUMBER: 31199-072

NAME OF SUBMITTER: Jenifer deWolf Paine

Signature: /Jenifer deWolf Paine/

Date: 08/30/2012

Total Attachments: 4

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**TERMINATION AND RELEASE OF
COLLATERAL ASSIGNMENT OF TRADEMARKS**

This Termination and Release of Collateral Assignment of Trademarks (the "Release") is conveyed as of August 21, 2012, by WELLS FARGO BANK, NATIONAL ASSOCIATION (successor to FIRST UNION NATIONAL BANK as successor to FIRST UNION NATIONAL BANK OF FLORIDA) as administrative agent under the Credit Agreement referred to below (in such capacity, the "Administrative Agent"), in favor of the Assignors as identified on Schedule I attached hereto (the "Assignors"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Financing Agreement referred to below.

WHEREAS, Benihana Inc. and Benihana National Corporation (the "Borrowers") entered into that certain Second Amended and Restated Credit Agreement dated May 1, 1995 (as amended, amended and restated, or otherwise modified from time to time, the "Financing Agreement") with the lenders from time to time party thereto (collectively, the "Lenders") and the Administrative Agent;

WHEREAS, in connection with the Financing Agreement, the Assignors entered into that certain Assignment of Grant of Security Interest in Trademarks, dated May 1, 1995 (as amended, amended and restated, or otherwise modified from time to time, the "Trademark Agreement") with the Administrative Agent, pursuant to which the Assignors granted to the Administrative Agent a continuing security interest in favor of the Administrative Agent in and to the trademark registrations and trademark applications listed on Exhibit A, which was recorded with the United States Patent and Trademark Office on December 11, 1997 at Reel 1666, Frame 0547 and on May 22, 1995 at Reel 1388, Frame 0871 ; and


WHEREAS, the Administrative Agent has agreed to terminate and release its Security Interest as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Administrative Agent hereby releases, terminates and discharges the Security Interest granted under the Trademark Agreement with respect to the trademark registrations and trademark applications listed on Exhibit A, and any right, title or interest of the Administrative Agent in such trademark registrations and trademark applications granted under the Trademark Agreement shall hereby cease and become void.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

**WELLS FARGO BANK NATIONAL
ASSOCIATION**, as Administrative Agent
(successor to FIRST UNION NATIONAL BANK
as successor to FIRST UNION NATIONAL BANK
OF FLORIDA)

By: 
Name: Maureen S. Malphus
Title: Vice President

SCHEDULE I

ASSIGNORS

BENIHANA NATIONAL CORP.

BENIHANA MARINA CORP

BENIHANA MARINA CORP.

BENIHANA BETHESDA CORP.

BENIHANA FROZEN FOOD CORP.

BENIHANA INTERNATIONAL, INC.

BENIHANA NATIONAL OF FLORIDA CORP.

BENIHANA OF TEXAS, INC.

BIG SPLASH, INC.

NOODLE TIME, INC.

BENIHANA LOMBARD CORP.

TEPPAN RESTAURANTS, LTD.

BNC MANAGEMENT CORPORATION

BENIHANA GOURMET STEAKS, INC. formerly known as
BENIHANA RETAIL FOOD CORP.

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Marks Owned By Noodle Time, Inc.

Trademark	Registration No.	Reg. Date
	937,781	07/11/1972
BENIHANA OF TOKYO	940,142	08/1/1972
BENIHANA	1,230,609	03/8/1983
BENIHANA	1,371,624	11/19/1985
BENIHANA	1,412,570	10/07/1986
	1,426,792	01/27/1987
BENIHANA	2,029,115	01/07/1997
	2,030,592	01/14/1997

Marks Owned By Benihana National Corp.

Trademark	Serial Number/Reg. No.	Reg. Date
BENIHANA	2,029,115	01/7/1997