

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bank of America, N.A., as Administrative Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		04/03/2013	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Il Fornaio (America) Corporation		
Street Address:	770 Tamalpais Dr., Suite 400		
City:	Corte Madera		
State/Country:	CALIFORNIA		
Postal Code:	94925		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3201032	PASSAPORTO	
Registration Number:	2442588	IL FORNAIO	
Registration Number:	2275332	FESTA REGIONALE	
Registration Number:	1828418	IL FORNAIO	
Registration Number:	1795422	IL FORNAIO	
Registration Number:	1758984	ENOTECA DEL FORNAIO	
Registration Number:	1271995	IL FORNAIO	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868049		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		

OP \$190.00 3201032

Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 040324.099

NAME OF SUBMITTER: John E. Slaughter, III

Signature: /jes/

Date: 05/06/2013

Total Attachments: 3

source=Termination - Trademarks - II Fomaio 3257_0960 and 3241_0848#page1.tif

source=Termination - Trademarks - II Fomaio 3257_0960 and 3241_0848#page2.tif

source=Termination - Trademarks - II Fomaio 3257_0960 and 3241_0848#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 3, 2013 (“Release”), is made by **BANK OF AMERICA, N.A.**, as Administrative Agent (“Administrative Agent”), in favor of **IL FORNAIO (AMERICA) CORPORATION**, a Delaware corporation (“Borrower”).

WHEREAS, pursuant to that certain Security Agreement dated as of February 2, 2006 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Borrower, Administrative Agent, and other party thereto and the Trademark Collateral Security and Pledge Agreement dated as of February 2, 2006 (“Trademark Security Agreement”) by and among the Borrower and Administrative Agent, Borrower granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent (“Secured Parties”), a continuing security interest in and first priority lien on the Pledged Trademarks; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on February 7, 2006 at Reel 3257 Frame 0960 and February 7, 2006 at Reel 3241 Frame 0848.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Borrower agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Borrower has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Pledged Trademarks;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Pledged Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Borrower’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. Administrative Agent, at Borrower’s expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Pledged Trademarks, Administrative Agent will, at Borrower’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Ramblay D. Williams*
Name: *Ramblay D. Williams*
Title: *Vice President*

BANK OF AMERICA, N.A.
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005021 FRAME: 0510

Schedule A

U.S. Trademark Subject to Security Interest
Granted by Il Fornaio (America) Corporation
In Favor of Bank of America, N.A., as Administrative Agent
Recorded February 7, 2006 at Reel 3257 Frame 0960

Registered Mark

Mark	Reg. No.	Reg. Date
PASSAPORTO	3201032	01/23/07

U.S. Trademarks Subject to Security Interest
Granted by Il Fornaio (America) Corporation
In Favor of Bank of America, N.A., as Administrative Agent
Recorded February 7, 2006 at Reel 3241 Frame 0848

Registered Marks

Mark	Reg. No.	Reg. Date
IL FORNAIO	2442588	04/10/01
FESTA REGIONALE	2275332	09/07/99
IL FORNAIO	1828418	03/29/94
IL FORNAIO	1795422	09/28/93
ENOTECA DEL FORNAIO	1758984	03/16/93
IL FORNAIO	1271995	03/27/84