

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (successor-by-merger to Fleet National Bank), as Administrative Agent		05/03/2013	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: 6

Property Type	Number	Word Mark
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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 9192868049
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OP \$165.00 2442588

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ATTORNEY DOCKET NUMBER:	040324.099
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	05/06/2013

Total Attachments: 3
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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.** (successor-by-merger to Fleet National Bank), 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 16, 2005 (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 16, 2005 (“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 28, 2005 at Reel 3050 Frame 0212.

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: *Kimberly D. Williams*
Name: *Kimberly D. Williams*
Title: *Vice President*

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

TRADEMARK
REEL: 005021 FRAME: 0515

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Il Fornaio (America) Corporation
In Favor of Fleet National Bank, as Administrative Agent
Recorded February 28, 2005 at Reel 3050 Frame 0212**

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