

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
Credit Suisse AG, as Collateral Agent		05/10/2013	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Il Fornaio (America) Corporation		
Street Address:	12700 Park Central Drive, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
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:	040324.0099
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	05/10/2013

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 10, 2013 ("Release"), is made by **CREDIT SUISSE AG**, as Collateral Agent ("Collateral Agent"), in favor of **IL FORNAIO (AMERICA) CORPORATION**, a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of June 10, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Guarantee and Collateral Agreement") by and among the Grantor, Collateral Agent, and others party thereto and the Trademark Security Agreement dated as of June 10, 2011 ("Trademark Security Agreement") by and among the Grantor and Collateral Agent, Grantor granted to the Collateral Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 10, 2011 at Reel 4558 Frame 0348.

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, Collateral Agent and Grantor agree as follows:

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

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) 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 Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and
- (c) authorizes the recordation of this Release with the USPTO at Grantor's expense.

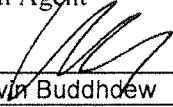
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

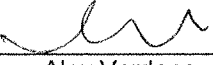
SECTION 4. Further Assurances. Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein.

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

Collateral Agent:

CREDIT SUISSE AG, Cayman Islands Branch,
as Collateral Agent

By: 
Name: Kevin Buddhew
Title: Authorized Signatory

By: 
Name: Alex Verdone
Title: Authorized Signatory

Schedule A

**Il Fornaio (America) Corporation
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Il Fornaio (America) Corporation
In Favor of Credit Suisse AG, Cayman Islands Branch
Recorded June 10, 2011 at Reel 4558 Frame 0348**

Registered Marks

Mark	Reg. No.	Reg. Date
PASSAPORTO	3201032	01/23/07
IL FORNAIO	2442588	04/10/01
FESTA REGIONALE	2275332	09/07/99
IL FORNAIO	1828418	03/29/94
IL FORNAIO and Design	1795422	09/28/93
ENOTECA DEL FORNAIO	1758984	03/16/93
IL FORNAIO	1271995	03/27/84