

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
Wilmington Trust, National Association		05/24/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RRG Group, LLC		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2980622	MASTRO'S STEAKHOUSE M	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5170		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	23805.139		
NAME OF SUBMITTER:	Jennifer Pierce		
Signature:	/Jennifer Pierce/		

Date:

06/06/2013

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **Release of Security Interest in Trademarks** (the “Release”) effective as of May 24, 2013, is made by Wilmington Trust, National Association, with an address at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, not in its individual capacity but solely in its capacity as trustee and collateral agent for certain holders of notes (the “Secured Party” or the “Agent”).

WHEREAS, reference is made to a certain Trademark Security Agreement dated May 24, 2012, by and among Mastro’s Restaurants, LLC f/k/a Rare Restaurant Group, LLC, a Delaware limited liability company (“Mastro’s Restaurants”), RRG Group, LLC, a Delaware limited liability company (the “Parent”) (collectively referred to hereinafter as the “Grantors”), Secured Party and the other parties thereto (the “Security Agreement”), notice of which was recorded at the United States Patent and Trademark Office at Reel 4787, Frame 0713 and at Reel 4787, Frame 0718. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

WHEREAS, in connection with the Security Agreement, one or more of the Grantors granted Secured Party, for the benefit of certain holders of notes, a continuing Security Interest in all of the right, title and interest of Grantors in and to the Trademark Collateral identified therein.

WHEREAS, the Grantors have entered into that certain First Supplemental Indenture, dated May 24, 2013 (the “First Supplemental Indenture”), by and among Mastro’s Restaurants, RRG Finance Corp., the guarantors party thereto, and the Agent, whereby the requisite percentage of noteholders have directed the Agent to release all of the Collateral (as defined in the Indenture).

And **WHEREAS**, in connection with the First Supplemental Indenture, Grantors seek release of the security interest specified in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party, to the extent permitted by the terms of the First Supplemental Indenture, hereby irrevocably releases and terminates all its Security Interests in and to the Trademark Collateral, including without limitation, the trademarks described in the schedules attached to the Security Agreement and attached as Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, as well as all proceeds and claims based on past, present, or future infringement; and further, discharges, quit claims and relinquishes to and unto the Grantors, in each case, without recourse and without any representation or warranty of any kind, any and all rights, title and interest it has in and to the Trademark Collateral, and more particularly hereby releases the security interests granted to the Secured Party in the Trademark Collateral which was recorded in the United States Trademark Office.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed by its authorized officer as of the date first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Agent under the Security Agreement

By:
Name:
Title:


Jane Schweiger
Vice President

SCHEDULE I

TRADEMARKS

Trademark Name	Status	Reg No.	Reg. Date	Registered To	State (if US)	State Reg No.
MASTRO'S STEAKHOUSE M and Design	Active	2980622	08/02/05	Mastro's Restaurants, LLC		
MASTRO'S OCEAN CLUB FISH HOUSE	Active	294578	05/20/03	Mastro's Restaurants, LLC	AZ	294578
MASTRO'S STEAKHOUSE	Active	196247	07/27/98	Mastro's Restaurants, LLC	AZ	196247

Schedule to Release of Security Interests In Intellectual Property