

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Capital Finance, Inc.		07/10/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pizzeria Uno Corporation		
<b>Street Address:</b>	100 Charles Park Road		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02132		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 71</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2229061	32 INNING ALE	
<b>Registration Number:</b>	1795389	BRUNO	
<b>Registration Number:</b>	2729828	BUFFALO BONES	
<b>Registration Number:</b>	2056415	CHICAGO BAR & GRILL	
<b>Registration Number:</b>	2185189	CHICAGO GRILL & BREWERY	
<b>Registration Number:</b>	1772694	CHICAGO'S ORIGINAL DEEP DISH PIZZA	
<b>Registration Number:</b>	1673124	CHICAGO'S ORIGINAL DEEP DISH PIZZA	
<b>Registration Number:</b>	1646171	CHICKEN THUMBS	
<b>Registration Number:</b>	1855875	FARM STAND CHICKEN	
<b>Registration Number:</b>	2229049	GUST-N-GALE PORTER	
<b>Serial Number:</b>	75868236	IKE'S	
<b>Registration Number:</b>	2229050	IKE'S INDIA PALE ALE	
<b>Registration Number:</b>	1799788	MONEY FOR SALE	
<b>Registration Number:</b>	1613333	NUMERO UNO	
<b>Registration Number:</b>	1314885	PIZZA SKINS	
<b>Registration Number:</b>	1143732	PIZZERIA DUE	
<b>Registration Number:</b>	1089458	PIZZERIA UNO	
<b>Registration Number:</b>	2179797	PIZZERIA UNO EST. 1943 CHICAGO BAR & GRI	
<b>Registration Number:</b>	2204530	PIZZERIA UNO CHICAGO GRILL & BREWERY	
<b>TRADEMARK</b>			

OP \$1790.00 2229061

Property Type	Number	Word Mark
Registration Number:	1694684	PLIZZETTAS
Registration Number:	1639304	PRIORITY LUNCH
Registration Number:	1331089	SEA DELICO
Registration Number:	1863400	SHROOM
Registration Number:	1404309	SPINOCCOLI
Registration Number:	2229052	STATION HOUSE RED ALE
Registration Number:	1780720	SU CASA
Registration Number:	1917477	TAKERY
Registration Number:	1800755	THE GOOD BOOK
Registration Number:	2229051	TINY DINOS
Registration Number:	1757093	UNO
Registration Number:	1814299	UNO
Registration Number:	1329014	UNO
Registration Number:	1928784	UNO
Registration Number:	1615917	UNO
Registration Number:	1846019	UNO EST. 1943 THE ORIGINAL CHICAGO PIZZE
Registration Number:	2561335	UNO AMBER ALE
Registration Number:	2900824	UNO CHICAGO GRILL
Registration Number:	1586246	UNO'S
Registration Number:	1978609	UNOWEAR
Registration Number:	1606604	WHAT-CHA MA-CALL-IT
Registration Number:	2951936	IKE'S
Registration Number:	2946476	PIZZERIA UNO CHICAGO GRILL EST. 1943
Registration Number:	2958581	PIZZERIA UNO CHICAGO GRILL
Registration Number:	2953679	UNO CHICAGO GRILL EST. 1943
Registration Number:	3252306	PATRIOT PIZZA
Registration Number:	3376478	UNO EXPRESS
Registration Number:	3102324	UNO INSIDER'S CLUB
Registration Number:	3240606	UNO CHICAGO GRILL EST. 1943
Registration Number:	3231293	UNO CHICAGO GRILL
Registration Number:	3266120	UNO THE ORIGINAL CHICAGO PIZZERIA EST. 1
Registration Number:	3235209	MRS. O'LEARY'S CLAM CHOWDER
Registration Number:	3291825	UNO DEEP DISH SUNDAE
Registration Number:	3185090	THE CHI-TOWN TASTING PLATE
Registration Number:	3131485	BBQ PORK STICKS
Registration Number:	3178788	SNACK HOURS
Registration Number:	3257139	UNO CHICAGO PIZZA
Registration Number:	3263050	THE ORIGINAL UNO CHICAGO PIZZA EST. 1943

Property Type	Number	Word Mark
Registration Number:	3251100	BOOTLEGGER BLONDE ALE
Registration Number:	3187351	RAINBARREL ROOTBEER
Registration Number:	3580974	PIZZANALITY
Serial Number:	77132170	UNO CHICAGO GRILL EST. 1943
Serial Number:	77146093	UNO CHICAGO GRILL EST. 1943 THE ONE.
Registration Number:	3573325	UNO DUE GO
Registration Number:	3785166	UNO CHICAGO GRILL UNO MAS LOUNGE
Registration Number:	3577230	UNO CHICAGO GRILL EST. 1943
Serial Number:	77277611	UNO WOWZA SAUCE
Registration Number:	3426686	NUMERO UNO
Registration Number:	3796481	UNO TASTEFULLS
Registration Number:	3713298	PANIZZA
Serial Number:	77687226	CAFE UNO
Registration Number:	3757594	NUMERO UNO

**CORRESPONDENCE DATA**

**Fax Number:** 4023461148

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4023466000

**Email:** bridget.stuhr@kutakrock.com

**Correspondent Name:** Bridget M. Stuhr

**Address Line 1:** 1650 Farnam Street

**Address Line 4:** Omaha, NEBRASKA 68102

**ATTORNEY DOCKET NUMBER:** 1492401-9

**NAME OF SUBMITTER:** Bridget M Stuhr

**SIGNATURE:** /Bridget M Stuhr/

**DATE SIGNED:** 07/10/2015

**Total Attachments: 13**

- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page1.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page2.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page3.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page4.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page5.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page6.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page7.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page8.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page9.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page10.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page11.tif
- source=3rd - 1492401-9[2015-07-10 09-18-04] (002)#page12.tif



## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This is a termination of that certain Trademark Security Agreement dated July 26, 2010 (the "Trademark Security Agreement") by and between Pizzeria Uno Corporation, a Delaware corporation (the "Grantor") and Wells Fargo Capital Finance, Inc., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent") to that certain Credit Agreement dated as of July 26, 2010, releasing all security interests of the Agent in the Trademark Collateral (as defined in the Trademark Security Agreement). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement.

### Recitals

WHEREAS, the Agent recorded that certain Notice of Security Interest in Trademarks in the United States Patent and Trademark Office on July 26, 2010 at Reel/Frame No. 4247/0385;

WHEREAS, the Trademark Security Agreement included reference to the Trademarks identified in Schedule I, attached hereto and made part hereof (the "Released Trademarks"); and

WHEREAS, pursuant to that certain letter agreement from Agent to Grantor dated as of April 29, 2015 attached hereto as Exhibit A, Agent has given the Grantor permission to release its liens on the Released Trademarks.

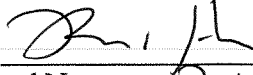
NOW, THEREFORE, on behalf of Agent, Grantor hereby terminates all of the Agent's security interests in the Released Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Termination of Trademark Security Agreement to be duly executed on the date set forth below.

July 10, 2015

**PIZZERIA UNO CORPORATION**, a  
Delaware corporation

By:   
Printed Name: Patrick Hickey  
Its: CFO

**SCHEDULE I  
RELEASED TRADEMARKS**

**[See attached]**

---

4842-8998-1989.1

**TRADEMARK  
REEL: 005574 FRAME: 0143**

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PIZZERIA UNO CORPORATION		07/26/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, INC., AS AGENT		
<b>Street Address:</b>	2450 COLORADO AVENUE		
<b>Internal Address:</b>	SUITE 3000 WEST		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 70</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2229061	32 INNING ALE	
Registration Number:	1795389	BRUNO	
Registration Number:	2729828	BUFFALO BONES	
Registration Number:	2056415	CHICAGO BAR & GRILL	
Registration Number:	2185189	CHICAGO GRILL & BREWERY	
Registration Number:	1772694	CHICAGO'S ORIGINAL DEEP DISH PIZZA	
Registration Number:	1673124	CHICAGO'S ORIGINAL DEEP DISH PIZZA	
Registration Number:	1646171	CHICKEN THUMBS	
Registration Number:	1855875	FARM STAND CHICKEN	
Registration Number:	2229049	GUST-N-GALE PORTER	
Registration Number:	2951936	IKE'S	
Registration Number:	2229050	IKE'S INDIA PALE ALE	
Registration Number:	1799788	MONEY FOR SALE	

900167762

**TRADEMARK**  
**REEL: 004247 FRAME: 0385**

CH \$1765.00 2229061

**TRADEMARK**  
**REEL: 005574 FRAME: 0144**



Registration Number:	1613333	NUMERO UNO
Registration Number:	1314885	PIZZA SKINS
Registration Number:	1143732	PIZZERIA DUE
Registration Number:	1089458	PIZZERIA UNO
Registration Number:	2179797	PIZZERIA UNO EST. 1943 CHICAGO BAR & GRILL
Registration Number:	2946476	PIZZERIA UNO CHICAGO GRILL EST. 1943
Registration Number:	2958581	PIZZERIA UNO CHICAGO GRILL
Registration Number:	2204530	PIZZERIA UNO CHICAGO GRILL & BREWERY
Registration Number:	1694684	PLIZZETTAS
Registration Number:	1639304	PRIORITY LUNCH
Registration Number:	1331089	SEA DELICO
Registration Number:	1863400	SHROOM
Registration Number:	1404309	SPINOCCOLI
Registration Number:	2229052	STATION HOUSE RED ALE
Registration Number:	1780720	SU CASA
Registration Number:	1917477	TAKERY
Registration Number:	1800755	THE GOOD BOOK
Registration Number:	2229051	TINY DINOS
Registration Number:	1757093	UNO
Registration Number:	1814299	UNO
Registration Number:	1329014	UNO
Registration Number:	1928784	UNO
Registration Number:	1615917	UNO
Registration Number:	1846019	UNO EST. 1943 THE ORIGINAL CHICAGO PIZZERIA
Registration Number:	2561335	UNO AMBER ALE
Registration Number:	2900824	UNO CHICAGO GRILL
Registration Number:	2953679	UNO CHICAGO GRILL EST. 1943
Registration Number:	1586246	UNO'S
Registration Number:	1978609	UNOWEAR
Registration Number:	1606604	WHAT-CHA MA-CALL-IT
Registration Number:	3252306	PATRIOT PIZZA
Registration Number:	3376478	UNO EXPRESS
Registration Number:	3102324	UNO INSIDER'S CLUB
Registration Number:	3240606	UNO CHICAGO GRILL EST. 1943
Registration Number:	3231293	UNO CHICAGO GRILL

TRADEMARK

REEL: 004247 FRAME: 0386

TRADEMARK

REEL: 005574 FRAME: 0145

Registration Number:	3266120	UNO THE ORIGINAL CHICAGO PIZZERIA EST. 1943
Registration Number:	3235209	MRS. O'LEARY'S CLAM CHOWDER
Registration Number:	3291825	UNO DEEP DISH SUNDAE
Registration Number:	3185090	THE CHI-TOWN TASTING PLATE
Registration Number:	3131485	BBQ PORK STICKS
Registration Number:	3178788	SNACK HOURS
Registration Number:	3257139	UNO CHICAGO PIZZA
Registration Number:	3263050	THE ORIGINAL UNO CHICAGO PIZZA EST. 1943
Registration Number:	3251100	BOOTLEGGER BLONDE ALE
Registration Number:	3187351	RAINBARREL ROOTBEER
Registration Number:	3580974	PIZZANALITY
Serial Number:	77132170	UNO CHICAGO GRILL EST. 1943
Serial Number:	77146093	UNO CHICAGO GRILL EST. 1943 THE ONE.
Registration Number:	3573325	UNO DUE GO
Registration Number:	3785166	UNO CHICAGO GRILL UNO MAS LOUNGE
Registration Number:	3577230	UNO CHICAGO GRILL EST. 1943
Serial Number:	77277611	UNO WOWZA SAUCE
Registration Number:	3426686	NUMERO UNO
Registration Number:	3796481	UNO TASTEFULLS
Registration Number:	3713298	PANIZZA
Serial Number:	77687226	CAFE UNO
Registration Number:	3757594	NUMERO UNO

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-680-6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: KIMBERLEY A. LATHROP  
Address Line 1: BINGHAM MCCUTCHEN LLP  
Address Line 2: 355 SOUTH GRAND AVENUE  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.0000318600
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/

**TRADEMARK**  
**REEL: 004247 FRAME: 0387**

**TRADEMARK**  
**REEL: 005574 FRAME: 0146**

**EXHIBIT A**

**[See attached]**

---



April 29, 2015

Uno Restaurants, LLC  
and the other Loan Parties party to the  
Credit Agreement (as defined below)  
100 Charles Park Road  
West Roxbury, MA 02132

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 26, 2010 (as amended and in effect prior to the date hereof, the "Credit Agreement"), by and among the lenders party thereto (the "Lenders"), Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wells Fargo Capital Finance, Inc., as the administrative agent for the Lenders (in such capacity, "Agent"), Uno Restaurant Holdings Corporation, a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified in the Credit Agreement as borrowers (collectively, the "Borrowers"). Agent understands that, on the Payoff Date (as hereinafter defined), Borrowers expect to repay in full all of the Obligations and terminate the credit facilities provided for under the Credit Agreement. Initially capitalized terms used herein without definitions shall have the meanings given in the Credit Agreement.

I. This letter will confirm that, upon receipt by Agent of:

(a) no later than 11:00 a.m., California time, on April 29, 2015, a wire transfer of immediately available funds in the aggregate amount of \$13,168,593.20, subject to adjustment as set forth in this Paragraph I (as so adjusted, the "Payout Amount"), consisting of:

- (i) \$10,007,228.10 in respect of the outstanding principal amount of the Obligations (assuming no further financing is provided or repayments are made);
- (ii) \$26,083.53 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in such outstanding principal amount (the per diem of such interest being \$1,056.03 per day);
- (iii) \$3,108,000 (the "Letter of Credit Collateralization Amount") representing 105% of the Letter of Credit Usage;
- (iv) \$6,906.67 in respect of the accrued and unpaid Letter of Credit fee under Section 2.6(b) of the Credit Agreement assuming no changes in the Letter of Credit Usage (the per diem of such fee being \$246.67 per day);
- (v) \$10,000 (the "Security Deposit") as a deposit against certain contingent fees and costs payable under the Loan Documents;

(vi) \$10,374.90 representing Lender Group Expenses payable by Borrowers pursuant to the Loan Documents (the per diem of such expenses being \$370.53 per day), other than the fees and expenses payable to Morgan, Lewis & Bockius LLP; and

(b) a fully-executed counterpart of this letter agreement signed by the Administrative Borrower

(the date on which all of the foregoing conditions shall first be satisfied herein called the "Payoff Date"), all of the Loan Documents, the Obligations and all guaranties thereof shall be terminated and satisfied in full and all Liens securing such Obligations and guaranties shall be terminated and released; provided, however, (a) any indemnity provisions or other provisions of the Loan Documents which by their terms survive termination thereof shall continue in full force and effect and are not terminated under this letter agreement and (b) so long as any Letters of Credit remain outstanding, the provisions of such Letters of Credit, the issuer documents with respect thereto and any fee, expense and reimbursement provisions set forth in the Credit Agreement related thereto shall remain in full force and effect. If the assumptions set forth above with respect to the calculation of the components of the Payout Amount are not correct, Agent will so advise Administrative Borrower in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in such amount. Agent may commingle the Letter of Credit Collateralization Amount and the Security Deposit with its other funds and shall own and be entitled to use the Letter of Credit Collateralization Amount and the Security Deposit without any obligation to Borrowers, except as set forth in Paragraph IX below.

II. Please transfer the Payout Amount, by wire transfer of immediately available funds, for receipt no later than 11:00 a.m., California time, on the Payoff Date, to:

Wells Fargo Bank, N.A.  
420 Montgomery Street  
San Francisco, CA  
ABA #: 121-000-248  
Account #: 37569040497800184  
Account Name: Wells Fargo Capital Finance, LLC  
Reference: Uno Restaurants, LLC (URL00)

III. Borrowers confirm that the commitments of the Lenders and Bank Product Providers, if any, to provide Borrowers with further financing under the Loan Documents are terminated as of the Payoff Date.

IV. Upon the occurrence of the Payoff Date, Agent authorizes Borrowers or their designee(s) to file Uniform Commercial Code termination statements with respect to all Uniform Commercial Code financing statements filed against Borrowers and the other Loan Parties by Agent as of the date hereof in connection with the Credit Agreement. Upon the occurrence of the Payoff Date, Agent will, at Borrowers' sole cost and expense, execute and deliver any other lien releases, mortgage releases, re-assignments of intellectual property, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably requested by any Borrower to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Agent with respect to the Obligations.

V. Borrowers acknowledge that the amounts referred to in Paragraph I above are their enforceable obligations owed to the Lender Group and Bank Product Providers pursuant to the provisions of the Loan Documents.

VI. Upon the occurrence of the Payoff Date, Borrowers release, discharge, and acquit each member of the Lender Group and the Bank Product Providers, their respective officers, directors, shareholders, agents, employees, attorneys, subsidiaries, and affiliates, and their respective successors, assigns,

heirs, and representatives (collectively, the "Released Parties"), on and with effect from the Payoff Date, from any and all further obligations to Borrowers under or in connection with the Loan Documents and from any and all claims, rights, demands, injuries, debts, damages, liabilities, omissions, accounts, contracts, agreements, actions, and causes of action, whether at law or in equity, and whether based on contract, tort, or otherwise, known or unknown, suspected or unsuspected, of every kind and nature, which Borrowers, or their successors, assigns, heirs, and representatives at any time had, now have, or hereafter can or may have against any of the respective Released Parties, in any way arising from or related to the Loan Documents and the transactions thereunder; provided, however, that Borrowers do not release, discharge or acquit Agent from its obligations specifically set forth in this letter agreement. Without limiting the generality of the foregoing, Borrowers release the Released Parties from any and all claims related to the Payout Amount or any component thereof, all of which Borrowers agree are properly due and payable. It is the intention of Borrowers that in executing this letter agreement that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this intention waives and relinquishes all rights and benefits under any provision of any applicable law which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his/its favor at the time of executing the release, which if known by him/it might have materially affected his/its settlement with the debtor.

- VII. Notwithstanding anything to the contrary contained herein, the Borrowers and Guarantors shall remain obligated for their respective reimbursement obligations respecting costs and expenses (or any other unreimbursed costs and expenses incurred by Agent as a result of this letter agreement) which are either incurred after the Payoff Date or are incurred on or before the Payoff Date but with respect to which Agent has not been invoiced or otherwise been able to determine the amount of such expenses on or before the Payoff Date (collectively, the "Contingent Expenses"). Agent shall hold the Security Deposit, without interest, as security for the payment of the obligations of the Borrower and Guarantor to Agent with respect to the Contingent Expenses. The Security Deposit shall be applied to the payment of the obligations of the Borrower and Guarantor with respect to the Contingent Expenses as the same become due and payable. On the ninety-first (91<sup>st</sup>) day after the Payoff Date, Agent shall return to the Borrower the unused portion of the Security Deposit.
- VIII. If at any time the aggregate amount of the amounts Agent or any member of the Lender Group has then paid in respect of the Letters of Credit outstanding on the Payoff Date (including principal, interest, letter of credit fees, costs and expenses) (collectively, the "LC Payments") exceeds the sum of the Letter of Credit Collateralization Amount, Borrower shall pay the difference to Agent upon demand. If, upon the return to Agent of all original undrawn Letters of Credit outstanding on the Payoff Date, together with notices of cancellation by the beneficiaries thereof, the amount of the Letter of Credit Collateralization Amount exceeds the amount of LC Payments as of such date, Agent will pay Borrower the difference within three Business Days thereafter.
- IX. The parties do not intend the arrangements described in this letter agreement to be a loan and security arrangement. However, to the extent that any part of this letter agreement is deemed to be a loan by Agent to Borrowers secured by the Letter of Credit Collateralization Amount, the Security Deposit or any other monies in the possession of Agent, Borrowers grant Agent a security interest in all amounts paid to, deposited with, or held by Agent under this letter agreement to secure the payment and performance of all of Borrowers' obligations hereunder.
- X. This letter agreement may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile or other similar method of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart. Any party delivering an executed counterpart of this letter agreement by facsimile or other similar method of electronic transmission shall also deliver an original executed counterpart, but

---

the failure to do so shall not affect the validity, enforceability or binding effect of this letter agreement. This letter agreement shall be construed in accordance with the terms of the Credit Agreement.

- XI.** If the Payoff Date has not occurred on or prior to May 1, 2015, this letter agreement shall automatically terminate and be of no further force or effect.

[remainder of page intentionally blank]


---

Please confirm your agreement to the terms and provisions hereof by returning to Agent a signed counterpart of this letter agreement.

Very truly yours,

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company,

as Agent

By:   
Name: Steve Scott  
Title: SVR

Signature Page to Payoff Letter


DB3/376868585.4

**TRADEMARK**  
**REEL: 005574 FRAME: 0152**

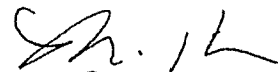


AGREED TO BY THE UNDERSIGNED:

**UNO RESTAURANTS, LLC,**  
a Delaware limited liability company, as Administrative Borrower,  
for itself and on behalf of all Borrowers

By:   
Name: Patrick Hickey  
Title: SVP

**UNO RESTAURANT HOLDINGS CORPORATION,**  
a Delaware corporation, as Parent

By:   
Name: Patrick Hickey  
Title: SVP

Signature Page to Payoff Letter

DB3/376868585.4