

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
Finova Capital Corporation		04/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Balducci's LLC		
Street Address:	10411 Motor City Drive		
Internal Address:	Suite 500		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1340806	BALDUCCIS	
Registration Number:	1340807	BALDUCCIS	
Registration Number:	2641491	CAFE BALDUCCI	
CORRESPONDENCE DATA			
Fax Number:	(215)994-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-994-2617		
Email:	trademarks@dechert.com, jay.johnston@dechert.com		
Correspondent Name:	James J. Johnston		
Address Line 1:	CIRA CENTRE		
Address Line 2:	2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	James J. Johnston		
Signature:	/James J. Johnston/		

CH \$90.00 1340806

Date:

04/15/2009

Total Attachments: 2

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**TERMINATION AND RELEASE OF
SECURITY INTEREST**

WHEREAS, BALDUCCI'S LLC ("Grantor"), a Delaware limited liability company, is the successor by merger to SPGNY II, LLC ("SPGNY"), which in turn was the successor by merger to BALDUCI'S ENTERPRISES, INC. ("Balducci's"); and

WHEREAS Grantor, through such succession, is a party to that certain [Trademark Security Agreement] dated as of June 22, 1999 (as such Trademark Security Agreement was amended on September 29, 2003, the "Agreement"), with FINOVA CAPITAL CORPORATION, a Delaware corporation ("Finova"); and

WHEREAS, under the terms of the Agreement, Balducci's and SPGNY granted and conveyed to Finova a continuing security interest (the "Security Interest") in and to all of their respective right, title and interest in and to certain trademarks and trademark registrations now held of record by Grantor and listed in Schedule A attached hereto; and

WHEREAS, all obligations and liabilities of SPGNY, Balducci's and Grantor arising under the Agreement, including without limitation all outstanding principal, accrued and unpaid interest, fees and expenses and any other amounts owing by Grantor (including its predecessors) under or in respect of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Finova hereby agrees and acknowledges that all outstanding obligations of Grantor (and, for the avoidance of doubt, SPGNY and Balducci's) under or relating to the Agreement have been paid and satisfied in full and irrevocably discharged. Finova hereby (i) releases its Security Interest in the intellectual property of Grantor, including but not limited to the trademarks and trademark registrations set forth in Schedule A, (ii) waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantor, SPGNY, Balducci's and their respective successors and assigns under the Agreement; and (iii) releases Grantor and its respective successors and assigns from all covenants, obligations, liabilities and warranties under the Agreement.

FINOVA CAPITAL CORPORATION

By:

Richard A. Ross

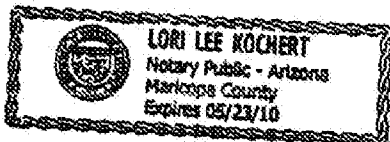
Name: Richard A. Ross

Title: SVP-CFO & Treasurer

Date: April 13, 2009

State of Arizona)
)
County of Maricopa)

On this 13th day of April, 2009, before me personally appeared Richard A. Ross, SVP-CFO & Treasurer, who I know personally to be the person who signed the above/attached document and he/she proved he/she signed it.



Seal:

Lori Lee Kochert
Notary

SCHEDULE A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date Issued/Filed</u>	<u>Jurisdiction</u>
BALDUCCI'S stylized	1340806	6/11/1985	US
BALDUCCI'S	1340807	6/11/1985	US
CAFÉ BALDUCCI	2641491	10/29/2002	US