

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
Bank of America	FORMERLY LaSalle Bank, N.A.	04/21/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Stir Crazy, Inc.		
Street Address:	303 W. Erie		
Internal Address:	6th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2490670	THE FRESHEST IDEA IN ASIAN CUISINE	
Registration Number:	3461423	STIR CRAZY	
Registration Number:	2190838	STIR CRAZY	
CORRESPONDENCE DATA			
Fax Number:	(314)667-3633		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314.552.6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Tiffany L. Schwartz		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	299-89120		

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REEL: 004189 FRAME: 0846

NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/Tiffany L. Schwartz/
Date:	04/21/2010
<p>Total Attachments: 7</p> <p>source=Payoff Letter Bank of America#page1.tif</p> <p>source=Payoff Letter Bank of America#page2.tif</p> <p>source=Payoff Letter Bank of America#page3.tif</p> <p>source=Payoff Letter Bank of America#page4.tif</p> <p>source=Payoff Letter Bank of America#page5.tif</p> <p>source=Payoff Letter Bank of America#page6.tif</p> <p>source=Payoff Letter Bank of America#page7.tif</p>	



April 19, 2010

To: U.S. Bank National Association, The HillStreet Fund IV, L.P., and the Entities
Listed on Exhibit 1 Hereto

Re: Payoff of Obligations to Bank of America National Association

Ladies and Gentlemen:

Reference is made to that certain Senior Secured Credit Agreement dated as of September 26, 2007 (the "Credit Agreement") by and between STIR CRAZY RESTAURANTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("RESTAURANTS"), STIR CRAZY OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OPERATIONS"), STIR CRAZY CAFE – WOODFIELD, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("WOODFIELD"), STIR CRAZY CAFE – OAKBROOK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("OAKBROOK"), STIR CRAZY CAFE – NORTHBROOK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("NORTHBROOK"), STIR CRAZY CAFE – LEGACY VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("LEGACY"), STIR CRAZY CAFE – GREAT LAKES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("GREAT LAKES"), STIR CRAZY CAFE – CREVE COEUR, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CREVE"), STIR CRAZY CAFE – CANTERA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("CANTERA"), STIR CRAZY CAFE – BOCA RATON, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("BOCA") AND STIR CRAZY CAFÉ – WEST NYACK, LLC, A NEW YORK LIMITED LIABILITY COMPANY ("WEST NYACK") (RESTAURANTS, OPERATIONS, BOCA, CANTERA, CREVE, GREAT LAKES, LEGACY, NORTHBROOK, OAKBROOK, WEST NYACK AND WOODFIELD HEREIN, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, REFERRED TO BOTH COLLECTIVELY AND SINGLY AS THE "BORROWERS"), and Bank of America, National Association, (the "Lender").

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Credit Agreement.

We understand that the Borrowers expect to obtain financing for the purposes of repaying in full all of the obligations and liabilities of the Borrowers under the Credit Agreement and the various loan documents relating thereto (collectively the "Loan Documents"). The Borrowers have indicated that they expect such repayment to occur on or about April 19, 2010 (the "Expected Repayment Date"). The following sets forth the total amount of principal, interest, and fees which will be owed by the Borrowers as of the Expected Repayment Date (the "Payoff Amount"):

Principal	\$ 1,039,912.00
Interest through 4/19/10	\$ 6,565.74
Legal Fees – billed and unbilled	\$ 4,500.00
Total	\$ 1,050,977.74

Interest Per Diem after 4/19/10	\$ 194.99
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The Payoff Amount is subject to change in the event of (i) receipt by the Lender of payments on account of the Obligations, (ii) changes in the interest rate applicable to the Obligations, or (iii) additional fees or expenses for which the Borrowers are responsible under the Credit Agreement. **Accordingly, the Payoff Amount should be confirmed on the payoff date by telephone call or email to Michael J. Hammond (312-828-5237; Michael.j.hammond@bankofamerica.com).**

The Payoff Amount should be remitted to Lender by wire transfer of immediately available funds received by 2:00 p.m. Chicago time on the payoff date (with the Federal Reserve Bank reference number sent by telephone or email to Mr. Hammond). Payments received after 2:00 p.m. will be deemed received on the next day that the Lender is open for business. Please use the following wire transfer instructions:

Bank of America, N.A. Boston, MA
ABA #026009593
Credit to: Bank of America-Farmington BCS
Co#: 493 Acct#: 136621-1001000
Attention: Michael Hammond/Carolyn Meeley-Frasure
Ref: Stir Crazy

If payment of the Payoff Amount will not occur prior to 2:00 p.m., Chicago time, on April 23, 2010, please contact the undersigned for a revised, updated payoff letter.

Upon receipt by the Lender of the Payoff Amount plus, to the extent applicable, the additional per diem interest for each day after the Expected Repayment Date, by wire transfer of immediately available funds prior to 2:00 P.M. (Chicago time):

(i) All amounts owing by the Borrowers to the Lender under Loan Documents shall have been paid in full;

(ii) The Loan Documents shall be terminated, except to the extent provisions therein expressly survive termination by their terms;

(iii) All security interests and liens granted to the Lender in any and all of the property of the Borrowers, shall automatically and forever terminate; and

(iv) The Lender authorizes, without any further act or consent, the Borrowers and U.S. Bank National Association and The HillStreet Fund IV,

L.P. (each a "New Lender") to prepare and file UCC termination statements and any and all other releases and terminations necessary to terminate any and all security interests and liens or other Loan Documents filed against the Borrowers by or on behalf of the Lender, and the Lender agrees to promptly execute all reasonable and customary lien releases to give effect thereto upon the Borrowers' or either New Lender's written request and at the Borrowers' expense. As soon as practical, the Lender will deliver to U.S. Bank National Association any and all investment property and any other collateral held by the Lender, and return to Borrower any original notes issued in connection with the Credit Agreement marked "paid in full."

Notwithstanding anything to the contrary contained herein, the Borrowers are not released from, and hereby ratify and confirm their continuing liability to the Lender for the indefeasible payment and satisfaction in full of the following (collectively, the "Continuing Obligations"):

(i) Any and all indemnity Obligations and expense reimbursement obligations of the Borrowers provided for under any of the Loan Documents not yet due and payable and which by their terms survive the termination of the Loan Documents;

(ii) Any Obligations to the Lender relating to the Borrowers' existing depository arrangements or cash management arrangements with the Lender until terminated;

(iii) Any reasonable fees, costs and expenses incurred by the Lender in connection with the termination of the Loan Documents and the security interests and liens thereunder (including, without limitation, reasonable attorneys' fees);

(iv) Any amounts due the Lender as a result of any non-payment, claim, refund or dishonor of any checks or similar items which have been credited by the Lender to the account of the Borrowers.

Provided that the Payoff Amount (plus any additional per diem interest, as applicable) is received by Lender as provided in this letter agreement, the Lender acknowledges and confirms that the Continuing Obligations shall not be secured by any assets or property of the Borrowers and that all security interests and liens of the Lender in any and all property of the each and every Borrower shall be automatically released and terminated.

In the event any payment made to, or other amount or value received by the Lender from or for the account of the Borrowers is avoided, rescinded, set aside or must otherwise be returned or repaid by the Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving the Borrowers, any of their subsidiaries, or otherwise, the Obligations intended to be repaid thereby (other than any

security interest or lien in favor of Lender) shall be reinstated (without any further action by any party). In such event, the Borrowers shall be and remain liable to the Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Lender with interest accruing thereon from and after the date such amount is so repaid or received.

By execution of this letter agreement, the Borrowers acknowledge and confirm that they do not have any offsets, defenses, recoupments, claims or counterclaims against the Lender or any of its direct or indirect parent companies, present and former affiliates and subsidiaries, predecessors in interest, present and former officers, agents, directors, members, managers, attorneys and employees, and the respective heirs, executors, successors and assigns of all of the foregoing, whether past, present or future (collectively with Lender, the "Lender Affiliates"), whether asserted or unasserted. To the extent that they may have such offsets, defenses, recoupments, claims or counterclaims, the Borrowers and each of their successors, assigns, affiliates, predecessors, employees, agents, heirs, executors, directors, officers, shareholders and subsidiaries, whether past present or future (collectively with the Borrowers, the "Borrower Affiliates") as applicable, jointly and severally, release and forever discharge the Lender and the Lender Affiliates, of and from any and all manner of action and actions, cause and causes, counterclaims of action, suits, debts, torts, controversies, damages, judgments, executions, recoupments, claims and demands whatsoever, asserted or unasserted, in law or in equity which, against the Lender and/or the Lender Affiliates, they ever had, now have or which the Borrower Affiliates ever had or now have, upon or by reason of any matter, cause, causes or thing whatsoever, including, without limitation, any presently existing offset, claim, counterclaim, recoupment or defense, whether or not presently suspected, contemplated or anticipated.

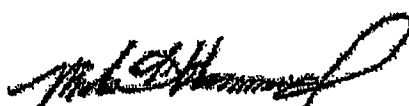
The Borrowers each represent and warrant that (i) it is represented by legal counsel of its choice, is fully aware of the terms and conditions contained in this letter agreement and has voluntarily and without coercion or duress of any kind entered into this letter agreement and documents executed in connection with this letter agreement or (ii) it has knowingly and intentionally waived its right to have legal counsel of its choice review and represent it with respect to the negotiation and preparation of this letter agreement.

The Borrowers should make certain that at all times sufficient available funds remain on deposit in the Borrowers' accounts at the Bank to pay any checks drawn on or other withdrawals made from such accounts. Additionally, all of the Borrowers' accounts with the Bank will be closed thirty (30) days after receipt of the Payment Amount. In the event a check is presented for payment after the account on which it is drawn is closed or at a time prior to closure when there are insufficient available funds on deposit, the check will be returned unpaid to the person presenting the check for payment.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without reference to the conflicts or choice of law

principles thereof. THE PARTIES TO THIS LETTER AGREEMENT WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER RELATING HERETO OR TO ANY OTHER LOAN DOCUMENT. This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and by facsimile, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same letter agreement.

**BANK OF AMERICA NATIONAL
ASSOCIATION**


By: Michael J. Hammond, Senior Vice President

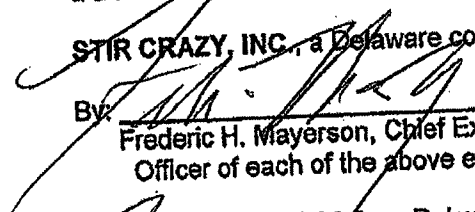
Acknowledge and Agreed To as of April 21, 2010

STIR CRAZY RESTAURANTS, LLC,
a Delaware limited liability company

STIR CRAZY OPERATIONS, LLC,
a Delaware limited liability company

STIR CRAZY PARTNERS, LLC,
a Delaware limited liability company

STIR CRAZY, INC., a Delaware corporation

By: 
Frederic H. Mayerson, Chief Executive
Officer of each of the above entities

FLAT OUT CRAZY, LLC, a Delaware limited
liability company

By: 
Frederick H. Mayerson, Chairman

STIR CRAZY CAFE – WOODFIELD, L.L.C.,
a Delaware limited liability company

STIR CRAZY CAFE – OAKBROOK, L.L.C.,
a Delaware limited liability company

**STIR CRAZY CAFÉ – NORTHBROOK,
L.L.C.,** a Delaware limited liability company

**STIR CRAZY CAFE – LEGACY VILLAGE,
LLC,** a Delaware limited liability company

**STIR CRAZY CAFE – GREAT LAKES,
L.L.C.,**
a Delaware limited liability company

STIR CRAZY CAFE – CREVE COEUR, LLC,
a Delaware limited liability company

STIR CRAZY CAFE – CANTERA, LLC,
an Illinois limited liability company

STIR CRAZY CAFE – BOCA RATON, LLC,
a Florida limited liability company

STIR CRAZY CAFÉ – WEST NYACK, LLC,

a New York limited liability company

By: **STIR CRAZY, INC.**, a Delaware
corporation,

Manager of each of the above entities

By: 

Frederic H. Mayerson
Chief Executive Officer

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EXHIBIT 1

STIR CRAZY RESTAURANTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("RESTAURANTS"), STIR CRAZY OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OPERATIONS"), STIR CRAZY CAFE – WOODFIELD, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("WOODFIELD"), STIR CRAZY CAFE – OAKBROOK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("OAKBROOK"), STIR CRAZY CAFE – NORTHBROOK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("NORTHBROOK"), STIR CRAZY CAFE – LEGACY VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("LEGACY"), STIR CRAZY CAFE – GREAT LAKES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("GREAT LAKES"), STIR CRAZY CAFE – CREVE COEUR, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CREVE"), STIR CRAZY CAFE – CANTERA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("CANTERA"), STIR CRAZY CAFE – BOCA RATON, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("BOCA") AND STIR CRAZY CAFÉ – WEST NYACK, LLC, A NEW YORK LIMITED LIABILITY COMPANY ("WEST NYACK")

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