

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
JPMorgan Chase Bank, N.A.		05/26/2006	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Togo's Eateries, Inc.		
Street Address:	130 Royall Street		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3032350	ENDLESS COMBINATIONS	
Registration Number:	2263286	TOGO'S	
Registration Number:	2431672	TOGO'S	
Registration Number:	1264395	TOGO'S	
Registration Number:	2429998	TOGO'S GREAT SANDWICHES	
Registration Number:	2429999	TOGO'S GREAT SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	(202)887-0689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	parsonse@dsmo.com		
Correspondent Name:	Elizabeth Parsons		
Address Line 1:	2101 L Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	D1383.0000		

OP \$165.00 3032350

NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/Elizabeth Parsons/
Date:	05/26/2006
Total Attachments: 5 source=1.4. Togo's Trademark Release#page1.tif source=1.4. Togo's Trademark Release#page2.tif source=1.4. Togo's Trademark Release#page3.tif source=1.4. Togo's Trademark Release#page4.tif source=1.4. Togo's Trademark Release#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE is dated as of May 26, 2006, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Togo's Eateries, Inc., a California corporation, with its principal place of business located at 130 Royall Street, Canton, Massachusetts 02021 (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of March 1, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "Intellectual Property Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of March 1, 2006, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Intellectual Property Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 2, 2006, at Reel 003257 and Frame 0781; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Intellectual Property Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Intellectual Property Security Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent 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 release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 

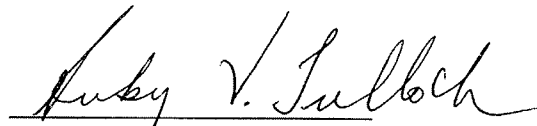
Name: Barry Bergman

Title: Managing Director

STATE OF New York)
COUNTY OF New York)

ss.:

On this 23rd day of May, 2006, before me personally appeared Barry Bergman to me known who, being by me duly sworn, did depose and say that he is Managing Director of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.



Notary Public

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2006

(Affix Seal Below)

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
ENDLESS COMBINATIONS	3,032,350
TOGO'S	2,263,286
TOGO'S	2,431,672
TOGO'S (DEVICE)	1,264,395
TOGO'S GREAT SANDWICHES (B&W Logo-Positive Form)	2,429,998
TOGO'S GREAT SANDWICHES (Color Logo-Positive Form)	2,429,999