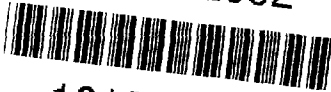


02-01-2002



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FORM PTO 1594  
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
U.S. Bank National Association

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Minnesota  
 Other National Banking Association  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name BUCA, INC.  
Internal Address: Suite 5003  
Street Address: 1300 Nicollet Avenue  
City: Minneapolis State: MN ZIP: 55403

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Minnesota  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached  Yes  No

3. Nature of conveyance: *10-29-01*

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other: Release of Collateral Assignment of Trademarks  
Execution Date: August 28, 2001

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,139,003    2,133,290  
2,058,534

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Elizabeth C. Buckingham  
Internal Address: Dorsey & Whitney LLP  
  
Street Address: 220 South Sixth Street  
  
City: Minneapolis State: MN ZIP: 55402

6. Total Number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41), ..... \$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
04-1420  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth C. Buckingham                      *Elizabeth C. Buckingham*                      October 29, 2001  
Name of person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

01/31/2002 6TON11 00000304 2139003

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and

**RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS**

BE IT KNOWN THAT:

WHEREAS, to secure payment of its obligations under that certain Credit Agreement by and between BUCA, INC., a Minnesota corporation (as "Borrower"), the banks party from time to time thereto (the "Banks") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent for the Banks ("Agent"), dated as of September 27, 1999, as amended by that First Amendment to Credit Agreement dated as of October 21, 1999, by that Second Amendment to Credit Agreement dated as of December 24, 1999, by that Third Amendment to Credit Agreement dated as of March 3, 2000, by that Fourth Amendment to Credit Agreement dated as of December 7, 2000, and by that Fifth Amendment to Credit Agreement dated as of February 9, 2001 (as amended, the "Credit Agreement"), BUCA, Inc. pledged to the Agent certain assets including the trademarks, trademark applications and trademark registrations set forth on Exhibit A hereto (the "Trademarks") under that certain Collateral Assignment of Trademarks (the "Collateral Assignment") by and between Assignor, and the Agent dated as of September 27, 1999, and recorded in the United States Patent and Trademark Office on October 4, 1999 in Reel/Frame: 001971/0202.

WHEREAS, the Borrower's "Obligations" (as defined in the Credit Agreement) have been fully paid and discharged.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of itself and the Banks, does hereby release, satisfy, terminate and discharge the pledge to the Agent of, and its security interest in, the Trademarks as pledged under the Collateral Assignment, together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and any registrations that may issue in connection therewith.

Date: August ~~28~~, 2001

U.S. BANK NATIONAL ASSOCIATION, as Agent


Name:   
Title: ASSISTANT VICE PRESIDENT

EXHIBIT A TO RELEASE OF  
COLLATERAL ASSIGNMENT  
OF TRADEMARKS

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
BUCA DI BEPPO	2139003	2/24/98	USA
BEPPO	2133290	1/27/98	USA
BUCA	2058534	5/6/97	USA

**TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Ser. No.</u>	<u>Appl. Date</u>	<u>Country</u>
None			