

08-23-2002



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

1. Name of conveying party(ies):

Wachovia Bank, N.A.

8-7-02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - **partial release of security interest**
- Merger
- Change of Name

Execution Date: **August 22, 2001**

2. Name and address of receiving party(ies)

Avado Brands, Inc.

AUG 7

Street Address: **Hancock at Washington**
City: **Madison** State: **GA** Zip: **30650**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - **Georgia**
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/738,763 75/625,487 74/416,890

B. Trademark Registration No.(s)

1,328,806	2,272,893	1,536,934
1,306,235	1,520,274	1,818,268
1,610,827	2,038,613	

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Stanley Seuradge**
Internal Address: **Schulte Roth & Zabel**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41).....\$ **290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

(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.

Stanley Seuradge
Name of Person Signing

Signature

August 6, 2002

Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/22/2002 6TOM11 00000224 500675 75738763

01 FC:481 40.00 CH
02 FC:482 250.00 CH

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ATTACHMENT 1

Item A. Trademarks.

U.S. TRADEMARKS

<u>Name</u>	<u>Registration Number</u>	<u>Application Number (only if pending)</u>
Crabcake Lounge		75/738763
Jake's	1328806	
Jake's		75/625487
Jake's	1306235	
Jake's	1610827	
M&S Grill	2272893	
McCormick & Schmick's	1520274	
McCormick & Schmick's Harborside	2038613	
McCormick's	1536934	
Spenger's Fish Grotto (and design)		74/416890
Spenger's Fish Grotto Since 1890 (stylized)	1818268	

STATE TRADEMARKS

None.

INTERNATIONAL TRADEMARKS

<u>Name (Jurisdiction)</u>	<u>Number</u>	<u>Application Number (only if pending)</u>
McCormick & Schmick's (EC)		728303

Item B. Trademark Licenses.

None.

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PARTIAL RELEASE OF SECURITY INTEREST

This PARTIAL RELEASE OF SECURITY INTEREST (the "Partial Release") is made and effective as of the date indicated below and is granted by WACHOVIA BANK, N.A., as Agent ("Releasor"), in favor of AVADO BRANDS, INC., a Georgia corporation ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Credit Agreement dated as of June 22, 1999 (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, Releasee executed that certain Master Security Agreement, dated as of January 22, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Master Security Agreement"); and that certain Trademark Security Agreement, dated as of January 31, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement" and together with the Credit Agreement and the Master Security Agreement hereinafter collectively referred to as the "Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest in all of Releasee's right, title and interest in and to the following, in each case whether then owned or thereafter existing or in which Releasee then had or thereafter acquired an interest (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof including, without limitation, the trademarks specifically identified on Item A ("Trademarks") of Attachment 1 to the Trademark Security Agreement;

(b) all trademark licenses, including, without limitation, each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 to the Trademark Security Agreement;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by Releasee against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license including, without limitation, any trademark, trademark registration, trademark license or trade name referred to in Item A and Item B of Attachment 1 to the Trademark Security Agreement, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

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TRADEMARK
REEL: 002568 FRAME: 0470

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2067/Frame 0194 on April 20, 2000; Reel 2079/Frame 0106 on June 23, 2000; and Reel 2104/Frame 0733 on July 19, 2000;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the trademarks listed on Attachment 1 hereto, including all registrations, applications and renewals therefor and all rights associated therewith (the "Released Trademarks"); and

WHEREAS, Releasor is willing to release and discharge fully its security interest in and to the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself and the financial institutions party to the Credit Agreement, their successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Released Trademarks, and all other right, title and interest in and to the Released Trademarks conveyed to Releasor (if any) pursuant to the Security Agreement and/or the Credit Agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Released Trademarks (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents, designees or assignees) reasonably requests in order to confirm this Release and Releasee's (or its assignee's) right, title and interest in and to the Released Trademarks.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 22 day of August, 2001.

WACHOVIA BANK, N.A.,
as Agent

By: 

Name: CHRISTOPHER TIERNEY

Title: SENIOR VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA

ss.:

COUNTY OF FULTON

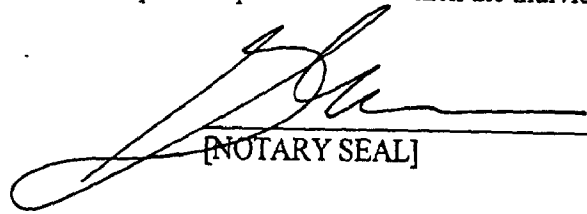
On this 22 day of August, 2001, before me, the undersigned, personally appeared CHRISTOPHER TIERNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature

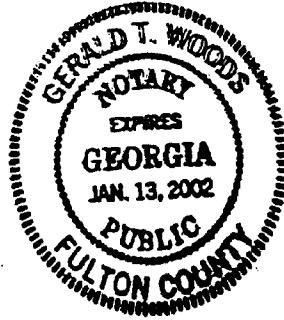
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TRADEMARK
REEL: 002568 FRAME: 0471

on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]



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