

6-9-03

06-12-2003

1-FORM PTO-1594 (modified)  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



DEPARTMENT OF COMMERCE  
Trademark Office

102470882

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

1. Name of conveying party(ies):  
**Heller Financial, Inc.**  
 Individual                       Association  
 General Partnership     Limited Partnership  
 Corporation: DELAWARE  
 Other:  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Zatarain's Partnership, L.P.  
 Street Address: 82 First Street  
Gretna, Louisiana 70053  
 Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership of: \_\_\_\_\_  
 Limited Partnership of: DELAWARE  
 Corporation: \_\_\_\_\_  
 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:  
 Assignment                       Merger  
 Security Agreement     Change of Name  
 Other: Release of Security Interest  
 Execution Date: October 6, 2000

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


B. Trademark Registration No.(s)  
733,499                      773,245  
773,269                      1,654,422

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Raymond Millien, Esq.  
 Internal Address: PIPER RUDNICK LLP  
 Street Address: 1200 Nineteenth Street, NW  
 City: Washington    State: DC                      ZIP: 20036

6. Total number of applications and registrations involved: ..... **4**  
 7. Total fee (37 C.F.R. § 3.41). . . . . \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
501150  
 (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.*  
Raymond Millien, Esq.                                            06/09/2003  
 Name of Person Signing                      Signature                      Date

Total no. of pages incl. cover sheets, attachments, and document: 5

06/11/2003 6TON11 00000176 733499

01 FC:8521 40.00 DP  
02 FC:8522 75.00 DP

TRADEMARK  
REEL: 002752 FRAME: 0117

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made nunc pro tunc effective as of **October 6, 2000** ("**Effective Date**") by and between **Zatarain's Partnership, L.P.** (*i.e.*, trademark owner), a Delaware partnership, with its principal office at 82 First Street, Gretna, Louisiana 70053 ("**Grantor**") and **Heller Financial, Inc.**, a Delaware corporation, with its principal office at 101 Park Avenue, New York, New York 10178 ("**Grantee**").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated August 5, 1993 (the "**Trademark Security Agreement**"), Grantor granted to Grantee a continuing security interest in, to and under all of Grantor's right, title and interest in all of the trademarks, and registrations of and applications to register the foregoing, (collectively, the "**Trademarks**") including, without limitation, the United States trademark registrations set forth on **Schedule A** attached hereto, together with the goodwill associated therewith;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("**PTO**") on September 27, 1993, at Reel 1038, Frame 0378; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and hereby assigns and transfers any and all interest Grantee may have in and to the Trademarks to Grantor.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world;

Grantee shall at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

HELLER FINANCIAL, INC.

Marc Pressler

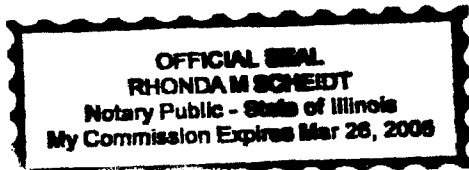
Name: MARC Pressler

Title: Senior Vice President

STATE OF Illinois )  
COUNTY OF County ) SS.

On this 2<sup>nd</sup> day of June, there appeared before me Marc Pressler, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Heller Financial, Inc.

Rhonda Scheidt  
Notary Public



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

FISH-FRI <sup>1</sup>	Reg. No. 733,499
ZATARAIN'S	Reg. No. 773,245
ZATARAIN'S	Reg. No. 773,269
Z ZATARAIN'S and design	Reg. No. 1,654,422