

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

**BNP Paribas**  
**209 South LaSalle, Suite 500**  
**Chicago, IL 60604**

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

Citizenship **France**

Execution Date(s) **October 27, 2004**

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

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No

Name: **Timber Lodge Steakhouse, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **1801 E. 79<sup>th</sup> Street, Suite 27**

City: **Bloomington**

State: **Minnesota**

Country: **USA** Zip: **55425**

- Association - Citizenship \_\_\_\_\_
- General Partnership - Citizenship \_\_\_\_\_
- Limited Partnership - Citizenship \_\_\_\_\_
- Corporation - Citizenship **Minnesota**
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Other **Release of Lien in Certain**

**Trademarks**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2077887	2517568
2118809	2571629
2108648	
2393661	
2550808	

Additional numbers attached?  Yes  No

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

Jonathan Seiden, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3000  
Fax: (212) 735-2000  
jseiden@skadden.com

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

**7**

**7. Total fee (37 CFR 1.21(h) and 3.41) \$190**

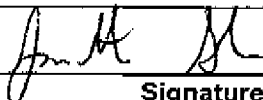
All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 071610/84)**

**8. Payment Information**

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

**9. Signature.**



Signature

Date

**Jonathan Seiden**

Name of Person Signing

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

## **RELEASE OF LIEN IN CERTAIN TRADEMARKS**

This RELEASE OF LIEN IN CERTAIN TRADEMARKS is given as of this 27<sup>th</sup> day of October 2004 by BNP PARIBAS, a bank organized under the laws of France acting through its Chicago branch, located at 209 South LaSalle, Suite 500, Chicago, Illinois 60604, acting in its capacity as agent for itself and the Secured Parties (the "Assignor") in favor of TIMBER LODGE STEAKHOUSE, INC., a Minnesota corporation located at 1801 E. 79<sup>th</sup> Street, Suite 27, Bloomington, MN 55425 (the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Trademark Security Agreement or the Subsidiary Security Agreement (as respectively defined below).

**WHEREAS**, pursuant to a Second Amended and Restated Subsidiary Security Agreement, initially dated as of January 31, 2002 (as amended, restated, supplemented, or otherwise modified from time to time, the "Subsidiary Security Agreement"), by and among Assignor, acting in its capacity as the Agent, for itself, and the lender parties to the Credit Agreement and any Interest Rate Hedge Providers, Assignee, certain other grantors and, pursuant to a Counterpart Signature Page, dated April 30, 2002, Santa Barbara Restaurant Group, Inc., a Delaware corporation ("SBRG"), Green Burrito, Inc., a California corporation, La Salsa, Inc., a Delaware corporation ("La Salsa"), GB Franchise Corporation, a California corporation ("GB Franchise"), La Salsa Franchise, Inc., a California corporation ("La Salsa Franchise"), La Salsa of Nevada, Inc., a Nevada corporation, and Assignee, as additional grantors, Assignee and each other grantor thereby confirmed and granted to Assignor for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to Assignor, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on Assignee's and each other grantor's respective right, title and interest in to the Collateral, including with respect to Assignee, its rights in the Assignee Trademarks (as defined below), to secure the prompt and complete payment and performance in full of all of the Obligations.

**WHEREAS**, pursuant to the SBRG Subsidiary Trademark Security Agreement, dated as of April 30, 2002, among SBRG, GB Franchise, La Salsa and Assignee (collectively, the "Grantors") and Assignor (the "Trademark Security Agreement"), as security for the prompt and complete payment and performance in full of all the Obligations, each Grantor assigned, pledged and transferred to Assignor for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to Assignor, the Lenders and the Interest Rate Hedge Providers, and granted to Assignor for the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to Assignor, the Lenders and the Interest Rate Hedge Providers, a security

interest in and continuing lien on each Grantor's respective right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located, including Assignee's trademarks set forth on Schedule A hereto ("Assignee's Trademarks"), and all Proceeds, products accessions, additions, substitutions or replacements in respect thereof.

**WHEREAS**, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 13, 2002, at Reel/Frame 2526/0968.

**WHEREAS**, pursuant to the Stock Purchase Agreement dated as of September 3, 2004 (the "Acquisition Agreement"), by and among SBRG, as the direct corporate parent of Assignee, and FLodge Acquisition Corp., a Minnesota corporation, and Peter S. Bedzyk (collectively, "Purchasers"), SBRG sold to Purchasers all of the issued and outstanding capital stock of Assignee on the condition, *inter alia*, that the assets of Assignee, including Assignee's Trademarks, would be or would become free and clear of all Liens (as defined in the Acquisition Agreement); and

**WHEREAS**, Assignor has consented to such sale and has agreed to release its security interest in and continuing lien on Assignee's Trademarks, while retaining its security interest in and continuing lien on the other Trademarks listed in the Trademark Security Agreement which are owned by grantors other than Assignee and are, therefore, not being transferred to Purchasers pursuant to the Acquisition Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interests in and continuing lien on Assignee's Trademarks without representation, warranty or recourse of any kind, and reverts Assignee with full right, title and interest to Assignee's Trademarks.

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE OF LIEN IN CERTAIN TRADEMARKS** to be duly executed as of the date above first written.

**ASSIGNOR**  
BNP Paribas,  
as Agent

By:   
Name: **CLARK C. KING III**  
Title: **MANAGING DIRECTOR**

By:   
Name:  
Title: **MICHAEL C. COLIAS**  
**VICE PRESIDENT**

**SCHEDULE A TO RELEASE OF LIEN IN CERTAIN TRADEMARKS**

<u>Mark</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Application No.</u>	<u>Reg. No.</u>
TIMBER LODGE STEAKHOUSE	<u>2/14/1995</u>	<u>7/8/1997</u>	<u>74/634,004</u>	<u>2,077,887</u>
THE LODGE IN THE HEART OF THE CITY	<u>12/4/1995</u>	<u>12/9/1997</u>	<u>75/026,998</u>	<u>2,118,809</u>
GENUINE TIMBERLODGE TIMBER LAGER <b>PREMIUM and Design</b>	<u>8/26/1996</u>	<u>10/28/1997</u>	<u>75/140,352</u>	<u>2,108,648</u>
TIMBER LODGE	<u>12/2/1999</u>	<u>10/10/2000</u>	<u>75/862,989</u>	<u>2,393,661</u>
LODGE LEGENDS	<u>1/12/2000</u>	<u>3/19/2002</u>	<u>75/894,734</u>	<u>2,550,808</u>
ESCAPE TO THE LODGE	<u>3/20/2001</u>	<u>12/11/2001</u>	<u>78/054,071</u>	<u>2,517,568</u>
LODGE LEGENDS	<u>5/17/2001</u>	<u>5/21/2002</u>	<u>78/064,162</u>	<u>2,571,629</u>
P. BUNYON'S STEAKHOUSE <b>and Design</b> (New York State)	<u>Not in Records</u>	<u>5/24/1994</u>	<u>Not in Records</u>	<u>S14,133</u>
TIMBER LODGE STEAKHOUSE (Canada)	<u>2/14/1997</u>	<u>3/7/2000</u>	<u>083659800</u>	<u>TMA524365</u>