

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AmSouth Bank		02/11/2005	Alabama Banking Corp.: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barnhill's Buffet, Inc.		
<b>Street Address:</b>	1210 Briarville Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37115		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2355314	BARNHILL'S BUFFET	
Serial Number:	76158239	BARNHILL'S BUFFET	
Serial Number:	76257923	PAPA LOVETTI'S	
Serial Number:	76435937	BARNHILL'S SALADS BUFFET DESSERTS	
Serial Number:	76435943	BARNY BARNHILL BARNHILLS	
Serial Number:	76435944	BARNHILL'S SALADS BUFFET DESSERTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)223-0978		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-223-1178		
<b>Email:</b>	ltaylor@bhf-law.com		
<b>Correspondent Name:</b>	Elizabeth Hastings Taylor		
<b>Address Line 1:</b>	410 Seventeenth St.		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202-4437		

**OP \$165.00 2355314**

NAME OF SUBMITTER:	Elizabeth Hastings Taylor
Signature:	/eht/
Date:	02/25/2005
Total Attachments: 2 source=AmSouthRelease_#page1.tif source=AmSouthRelease_#page2.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is dated as of February 11, 2005, by AmSouth Bank (the "Agent"), as Administrative Agent for itself and for the Lenders (the "Lenders") designated in that certain Credit Agreement dated November 8, 2002, among Barnhill's Buffet, Inc. (the "Company"), the Lenders and the Agent (as amended or modified, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Agent and the Company entered into that certain Trademark Security Agreement dated as of November 8, 2002 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted to the Agent, for its own benefit and for the benefit of the Lenders, a security interest in all of Company's right, title and interest in and to all of its then owned or existing and filed and thereafter acquired or arising and filed trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos and other business identifiers, wherever used and whether registered or unregistered, and all trademark licenses, including, without limitation, each mark, registration, and/or application listed on Schedule A attached thereto, respectively, and made a part thereof, and including, without limitation, all renewals thereof, all proceeds thereof (all of the foregoing are collectively called the "Trademarks") and together in each case with the goodwill of the Company's business connected with the use of, and symbolized by, the Trademarks as security for the payment of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Borrower's Obligations have been fully satisfied;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby fully releases, terminates and forever discharges its security interests in, and liens on, the Trademarks.

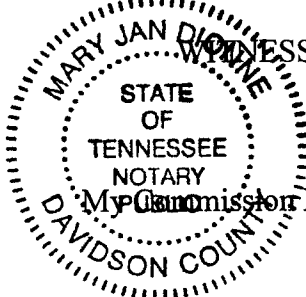
IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

AMSOUTH BANK, as Administrative Agent

By: Robert T. Page  
Name: Robert T. Page  
Title: VP

STATE OF TENNESSEE )  
 )  
COUNTY OF Davidson )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert T. Page, with whom I am personally acquainted, who upon oath, acknowledged himself to be the vice-president of AMSOUTH BANK, an Alabama state bank, and is authorized by the bank to execute this instrument on behalf of the bank by himself as such vice-president.



WITNESS my hand at office in Nashville, Tennessee, this 10<sup>th</sup> day of February, 2005.

Mary Jan Dianne Williams  
Notary Public

My Commission Expires: 3/25/06

**SCHEDULE A**

(Trademarks)

<b>Trademark</b>	<b>Application Date</b>	<b>Serial/ Reg. No.</b>	<b>Status</b>
BARNHILL'S BUFFET	08-19-1999	2,355,314	Registered
BARNHILL'S BUFFET	11-03-2000	76-158,239	Pending
PAPA LOVETTI'S	05-16-2001	76-257,923	Pending
BARNHILL'S SALADS BUFFET DESERTS (LOGO)	07-29-2002	76-435,937	Pending
BARNEY BARNHILL BARNHILLS (LOGO)	07-29-2002	76-435,943	Pending
BARNHILL'S SALADS BUFFET DESSERTS (LOGO)	07-29-2002	76-435,944	Pending