

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO FOOTHILL, INC.		09/22/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BUCA, INC.		
Street Address:	1300 Nicollet Mall, Suite 5003		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55403		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1949620		
Registration Number:	2401420	VINNY TESTA'S	
Registration Number:	2531808	VINNY TESTA'S	
Registration Number:	1949621	VINNY TESTA'S BAR RISTORANTE	
Registration Number:	2805569	VINNY T'S OF BOSTON	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		

CH \$140.00 1949620

Signature:

//Carol Fraser//

Date:

10/10/2008

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of September 22, 2006 ("Effective Date") by WELLS FARGO FOOTHILL, INC., a California corporation, as Agent ("Grantee"), in favor of WELLS FARGO FOOTHILL, INC., a Minnesota corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of November 15, 2004 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, and certain of its subsidiaries ("Borrower" and collectively, the "Borrowers"), the lenders that are parties thereto (the "Lenders"), and Wells Fargo Foothill, Inc., as arranger and administrative agent for the Lenders in such capacity, together with its successors, if any, in such capacity, "Agent"; and together with each of the Lenders the "Lender Group").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 15, 2004 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among Grantor and Grantee, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the trademark collateral listed in Schedule A hereto (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 23, 2004, at Reel 3082, Frame 0750,

WHEREAS, pursuant to the terms and conditions of that certain Consent and Release Agreement dated September 22, 2006, by and among, the Borrowers, Grantee, and Grantor, the Grantee has consented to the release of the Lien on the Trademark Collateral; and

WHEREAS, Grantee desires to release its Lien in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Trademark Collateral is hereby terminated and released.
2. Grantee hereby assigns, transfers and conveys to Grantor, its successors and assigns, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may own, whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Trademark Collateral, including without limitation the right, title and interest in and to the Trademark Collateral, including without limitation all proceeds thereof, all proceeds of infringement suits, the right to sue for past, present and future damages and to collect damages therefor, and all rights corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further documents and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

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

FARGO FOOTHILL, INC.

[Handwritten Signature]
Dena Seki
VP

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

Schedule A

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
BUCA, Inc.	United States	DESIGN (Two People Toasting with Wine Glasses)	1,949,620	1/16/96
BUCA, Inc.	United States	VINNY TESTA'S	2,401,420	11/7/00
BUCA, Inc.	United States	VINNY TESTA'S & Design	2,531,808	1/22/02
BUCA, Inc.	United States	VINNY TESTA'S BAR RISTORANTE & Design	1,949,621	1/16/96
BUCA, Inc.	United States	VINNY T'S OF BOSTON	2,805,569	1/13/04

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