

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	FORMERLY WACHOVIA BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	03/31/2011	NATIONAL ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONTINENTAL RESTAURANT PARTNERS, L.P.		
<b>Street Address:</b>	134 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19106		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3183243	THE CONTINENTAL MID-TOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-207-6538		
<b>Email:</b>	ptoipinbox@reedsmith.com		
<b>Correspondent Name:</b>	Michael E. Bielby, Jr., Reed Smith LLP		
<b>Address Line 1:</b>	P.O. Box		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230		
<b>ATTORNEY DOCKET NUMBER:</b>	900439.20009 (NOD)		
<b>NAME OF SUBMITTER:</b>	Natasha M. Robinson		
<b>Signature:</b>	/Natasha M. Robinson/		

OP \$40.00 3183243

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**TRADEMARK**  
**REEL: 004513 FRAME: 0874**

Date:

04/01/2011

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of March 31, 2011, is by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent, as successor-in-interest to **WACHOVIA BANK, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "*Agent*"), in favor of **CONTINENTAL RESTAURANT PARTNERS, LP**, a Pennsylvania limited partnership (the "*Grantor*").

WITNESSETH:

**WHEREAS**, Grantor and Agent are parties to (i) that certain Amended and Restated Security Agreement, dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified from to the date hereof, the "*Security Agreement*") and (ii) that certain Notice of Grant of Security Interest in Trademarks, dated as of December 6, 2005 (the "*Trademark Notice*") (all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Trademark Notice, as applicable).

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Trademark Notice, the Grantor granted to the Agent a continuing security interest in all of its right, title and interest in and to certain collateral, including without limitation the trademark registrations and trademark applications set forth on Schedule A hereto, together with the goodwill associated therewith (collectively, the "*Trademark Collateral*");

**WHEREAS**, the Trademark Notice was recorded with U.S. Patent & Trademark Office on December 13, 2005 at Reel 3208 and Frame 0983;

**WHEREAS**, the Agent now desires to terminate and release its security interest in and liens upon the Trademark Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- (a) the Agent hereby terminates, reassigns, releases and discharges any and all security interests and liens it has in the Trademark Collateral;
- (b) if and to the extent that the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor; and
- (c) the Agent shall take all further actions, and provide to the Grantor and each of its respective 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), requested by the Grantor as may be reasonably necessary to more fully and effectively effectuate the purposes of this Termination and Release, in each case at the expense of the Grantor.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

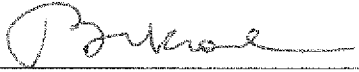
**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent

By: John O'Roary  
Name: John O'Roary  
Title: SVP

**Accepted and Agreed:**

**CONTINENTAL RESTAURANT PARTNERS, L.P.**

By: Continental Restaurant Partners GP, LLC, its general partner

By:   
Bruce W. Koch, Authorized Officer

Schedule A

<u>Trademark</u>	<u>Registration/Application No.</u>	<u>Date Registered/Applied For</u>
THE CONTINENTAL MID-TOWN	3,183,243	12/12/2006