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### 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 BANK, NATIONAL	FORMERLY WACHOVIA BANK,		
ASSOCIATION, AS	NATIONAL ASSOCIATION, AS	03/31/2011	NATIONAL ASSOCIATION:
ADMINISTRATIVE AGENT	ADMINISTRATIVE AGENT		

### **RECEIVING PARTY DATA**

Name:	SBI RESTAURANT PARTNERS, L.P.	
Street Address:	134 Market Street	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19106	
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2174218	STRIPED BASS

### **CORRESPONDENCE DATA**

Fax Number: (312)207-6400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-207-6538

Email: ptoipinbox@reedsmith.com

Correspondent Name: Michael E. Bielby, Jr. Reed Smith LLP

Address Line 1: P.O. Box 488

Address Line 4: Pittsburgh, PENNSYLVANIA 15230

ATTORNEY DOCKET NUMBER:	900439.20009 (NOD)
NAME OF SUBMITTER:	Natasha M. Robinson
Signature:	/Natasha M. Robinson/

TRADEMARK
REEL: 004513 FRAME: 0880

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Date:	04/01/2011	
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TRADEMARK REEL: 004513 FRAME: 0881

# 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 **SBI RESTAURANT PARTNERS**, **L.P.**, 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.

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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 Roomly
Title: John DRoomly

SUP

## Accepted and Agreed:

SBI RESTAURANT PARTNERS, L.P.

By: SBI Restaurant, LLC, its general partner

By:

Bruce W. Koch, Authorized Officer

Signature Page to Termination and Release of Security Interest in Trademark Rights

# Schedule A

<u>Trademark</u>	Registration/Application No.	Date Registered/Applied For
STRIPED BASS	2,174,218	07/21/1998

**RECORDED: 04/01/2011** 

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