

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
Wilmington Trust, National Association	FORMERLY Wells Fargo Bank, National Association	05/24/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mastro's Restaurants, LLC		
Street Address:	6300 Canoga Avenue; Suite 1100W		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980622	MASTRO'S STEAKHOUSE M	
Registration Number:	3073219	MASTRO'S OCEAN CLUB FISH HOUSE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40692-113		
NAME OF SUBMITTER:	Jenifer deWolf Paine		

Signature:	/Jenifer deWolf Paine/
Date:	05/24/2012
Total Attachments: 3 source=Mastro Release#page1.tif source=Mastro Release#page2.tif source=Mastro Release#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Mastro's Restaurants, LLC (formerly Rare Restaurant Group, LLC), a Delaware limited liability company, RRG Finance Corp., a Delaware corporation, and RRG Group, LLC, a Delaware limited liability company (collectively, the "Grantors") with an address of 6300 Canoga Avenue, Suite 1100W, Woodland Hills, CA 91367, have entered into that certain Trademark Security Agreement dated as of May 16, 2007 (the "Trademark Security Agreement") in favor of Wilmington Trust, National Association (successor to Wells Fargo Bank, National Association), in its capacity as Agent for the Holders ("Agent") with an address of Corporate Capital Markets, 50 South Sixth Street, Suite 1290, Minneapolis, MN, 55402-1544, pursuant to which Agent has a security interest in certain trademarks referred to therein (the "Trademark Collateral");

WHEREAS, the Agent has been informed that the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 24, 2007, at Reel 3548 and Frame 0987; and

WHEREAS, the Issuers have certified to the Agent that obligations secured by the Trademark Security Agreement have been paid in full on the date hereof and have directed the Agent to terminate and release its security interest in the Trademark Collateral and as a result, Agent has agreed to terminate and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and sufficiency of which is hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest in Trademarks:

1. Agent hereby terminates, releases, discharges, and relinquishes any and all security interests it acquired in the Trademark Collateral by virtue of the Trademark Security Agreement and further agrees that its security interest in such Trademark Collateral is hereby terminated. Subject to the foregoing, Agent hereby agrees that any right, title or interest of Agent in the Trademark Collateral shall hereby cease and be void.

2. This release shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3. This release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the principles of conflicts of law of such state.

Dated: May 24, 2012

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION (AS SUCCESSOR TO WELLS
FARGO BANK, NATIONAL ASSOCIATION),**
not in its individual capacity, but solely as Agent

By: 
Name: Timothy P. Mowdy
Title: Vice President

SIGNATURE PAGE TO TRADEMARK RELEASE

**TRADEMARK
REEL: 004787 FRAME: 0716**

SCHEDULE I
to
TRADEMARK SECURITY RELEASE

Trademark Registrations/Applications

1. U.S. Reg. No. 2,980,622, registered August 2, 2005, service mark for Mastro's Steakhouse.
2. U.S. Reg. No. 3,073,219, registered March 28, 2006, service mark for Mastro's Ocean Club Fish House.
3. California Reg. No. 55686, dated December 19, 2001, for the mark Mastro's Steakhouse.
4. Arizona File ID No. 196247, dated July 27, 1998, for the mark Mastro's Steakhouse.
5. Arizona File ID No. 294578, dated January 1, 2002, for the mark Mastro's Ocean Club Fish House.

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

1. MANAGEMENT, LICENSE AND ADMINISTRATIVE SERVICES AGREEMENT, DATED AS OF NOVEMBER 25, 2008, BY AND BETWEEN MASTRO'S RESTAURANTS, LLC AND MASTRO'S OCEAN CLUB NEVADA, LLC.