

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch	FORMERLY Credit Suisse, Cayman Islands Branch	07/18/2012	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Buffets, Inc.
Street Address:	1020 Discovery Road
Internal Address:	Suite 100
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55121
Entity Type:	CORPORATION: MINNESOTA

Name:	Hometown Buffet, Inc.
Street Address:	1020 Discovery Road
Internal Address:	Suite 100
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55121
Entity Type:	CORPORATION: MINNESOTA

Name:	Ryan's Restauarant Group, Inc.
Street Address:	1020 Discovery Road
Internal Address:	Suite 100
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55121
Entity Type:	CORPORATION: SOUTH CAROLINA

Name:	Tahoe Joe's, Inc.
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CH \$990.00 1343558

Street Address:	1020 Discovery Road
Internal Address:	Suite 100
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55121
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1343558	OLD COUNTRY BUFFET
Registration Number:	1423419	OLD COUNTRY BUFFET
Registration Number:	1529087	SALADBRATION!
Registration Number:	2048119	OLD COUNTRY BUFFET
Registration Number:	2051196	OLD COUNTRY BUFFET
Registration Number:	2051197	OLD COUNTRY BUFFET
Registration Number:	2149716	OLD COUNTRY BUFFET
Registration Number:	2617451	HOMETOWN BUFFET
Registration Number:	3311656	HOMETOWN BUFFET
Registration Number:	3343752	HOMETOWN BUFFET
Registration Number:	2861377	HOMETOWN BUFFET
Registration Number:	2315605	WHAT'S ON YOUR PLATE?
Registration Number:	2411371	DESSERT CENTRAL
Registration Number:	2420299	SOUP'NSALAD UNLIMITED
Registration Number:	2579867	SPOON TENDER
Registration Number:	2987516	COUNTRY BUFFET
Registration Number:	2997774	HOMESTYLE. YOUR STYLE.
Registration Number:	3339237	HOMETOWN
Registration Number:	2890167	
Registration Number:	3412407	RANCHER'S SELECT
Registration Number:	1696669	HOMETOWN
Registration Number:	2123023	GRANNY'S BUFFET
Registration Number:	1919022	HTB
Registration Number:	1149189	RYAN'S FAMILY STEAK HOUSE
Registration Number:	1467753	RYAN'S FAMILY STEAK HOUSE
Registration Number:	1182501	R

Registration Number:	1458801	MEGA BAR
Registration Number:	1707396	RYAN'S
Registration Number:	2204197	SENSIBLE CHOICES
Registration Number:	2580030	FIRE MOUNTAIN
Registration Number:	3273364	FIRE MOUNTAIN HOT OFF THE GRILL!
Registration Number:	3267176	FIRE MOUNTAIN
Registration Number:	3543123	RYAN'S
Registration Number:	3339784	JOE'S STEAK
Registration Number:	3239567	NEVADA CHEESECAKE
Registration Number:	3239562	RAILROAD CAMP SHRIMP
Registration Number:	2114109	TAHOE JOE'S
Registration Number:	3040908	TAHOE JOE'S
Registration Number:	3045530	TAHOE JOE'S FAMOUS STEAKHOUSE

CORRESPONDENCE DATA

Fax Number: 2124920562
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: menakaplan@paulweiss.com, emendes@paulweiss.com
 Correspondent Name: Paul, Weiss, Rifkind, Wharton & Garrison
 Address Line 1: 1285 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	16238-018
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	07/31/2012

Total Attachments: 7

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "**Termination and Release**") dated as of July 18, 2012 by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH** (formerly known as Credit Suisse, Cayman Islands Branch), a bank organized under the laws of Switzerland, as collateral agent (in such capacity, the "**Collateral Agent**"), in favor of **BUFFETS, INC.**, a Minnesota corporation, located at 1020 Discovery Road, Suite 100, Eagan, MN 55121, **HOMETOWN BUFFET, INC.**, a Minnesota corporation, located at 1020 Discovery Road, Suite 100, Eagan, MN 55121, **RYAN'S RESTAURANT GROUP, INC.**, a South Carolina corporation, located at 1020 Discovery Road, Suite 100, Eagan, MN 55121, and **TAHOE JOE'S, INC.**, a Minnesota corporation, located at 1020 Discovery Road, Suite 100, Eagan, MN 55121 (each a "**Grantor**").

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of April 28, 2009, among Buffets Restaurants Holdings, Inc. ("**Parent**"), Buffets Holdings, Inc. ("**Holdings**"), Buffets, Inc. (the "**Borrower**"), certain subsidiaries of the Borrower from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "**Security Interest**") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Guarantee and Collateral Agreement was entered into in connection with that certain Credit Agreement (First Lien), dated as April 28, 2009, among Parent, Holdings, the Borrower, the Lenders party thereto and Credit Suisse, Cayman Islands Branch, as administrative agent and collateral agent;

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantors executed that certain Trademark Security Agreement, dated as of April 28, 2009, in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") for recording the grant of the Security Interest in the Trademark Collateral with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 29, 2009 at Reel 3979/Frame 0140, Reel 3979/Frame 0158, Reel 3979/Frame 0149, and Reel 3979/Frame 0167;

WHEREAS, the Grantors have requested that the Collateral Agent: (a) terminate and release the Security Interest of the Collateral Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for recordation with the United States Patent and Trademark Office.

WHEREAS, the Grantors have satisfied and fulfilled all of their obligations to release the Collateral Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantors of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement. The term "**Trademark Collateral**," as used herein, shall mean, collectively, all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor and in which each such Grantor now has or at any time in the future may acquire any right, title and interest :

(a) trademarks, service marks, Internet domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof; and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof,

(c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), and

(d) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks and all other similar assets, rights and interests that uniquely reflect or embody such goodwill, provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark application or resulting registration.

2. Release of Security Interest. The Collateral Agent hereby terminates, discharges and releases to the Grantors the Security Interest in the Trademark Collateral.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Grantors or their successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, discharge, or release to the Grantors of the Security Interest in the Trademark Collateral contemplated hereby.


4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: 
Name: **Didier Siffer**
Title: **Authorized Signatory**

By: 
Name: **Megan Kane**
Title: **Authorized Signatory**

[Signature Page to Trademark Release (First Lien)]

SCHEDULE I

TRADEMARKS

BUFFETS, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
OLD COUNTRY BUFFET	73/489350	7/11/1984	1343558	6/18/1985
OLD COUNTRY BUFFET Stylized Letters	73/592818	4/11/1986	1423419	12/30/1986
SALADBRATION! (Stylized)	73/741752	7/11/1988	1529087	3/7/1989
OLD COUNTRY BUFFET (Stylized)	74/574462	9/16/1994	2048119	3/25/1997
OLD COUNTRY BUFFET and Design (Diamond)	74/574504	9/16/1994	2051196	4/8/1997
OLD COUNTRY BUFFET and Design (W/ Rectangle)	74/574759	9/16/1994	2051197	4/8/1997
OLD COUNTRY BUFFET and Design (Stack w/ Diamond)	75/091977	4/12/1996	2149716	4/7/1998
HOMETOWN BUFFET	76/241460	4/16/2001	2617451	9/10/2002
HOMETOWN BUFFET	78/442222	6/28/2004	3311656	10/16/2007
HOMETOWN BUFFET (Plate)	78/442218	6/28/2004	3343752	11/27/2007
HOMETOWN BUFFET (Plate and Fork)	78/159153	8/29/2002	2861377	7/6/2004
WHAT'S ON YOUR PLATE?	75/481414	5/7/1998	2315605	2/8/2000
DESSERT CENTRAL	75/682653	4/14/1999	2411371	12/5/2000
SOUP*NSALAD UNLIMITED	75/817832	10/7/1999	2420299	1/9/2001
SPOON TENDER	76/047450	5/12/2000	2579867	6/11/2002
COUNTRY BUFFET	78/433864	6/11/2004	2987516	8/23/2005
HOMESTYLE. YOUR STYLE.	78/452905	7/19/2004	2997774	6/23/1992
HOMETOWN	78/442232	6/28/2004	3339237	11/20/2007
PLATE/ FORK DESIGN	78/159170	8/29/2002	2890167	9/28/2004
RANCHER'S SELECT	77/121133	3/2/2007	3412407	4/15/2008
COUNTRY BUFFET and design			19951043539 (US State - CO)	4/3/1995
COUNTRY BUFFET and design			19951042647 (US State - CO)	4/5/1995
OLD COUNTRY BUFFET			9173	4/3/1984

and design			(US State – MN)	
HOMETOWN BUFFET	114668600	7/11/2002	TMA597820 (Canada)	12/17/2003
OLD COUNTRY BUFFET	074026700	11/1/1993	TMA468423 (Canada)	1/9/1997
OLD COUNTRY BUFFET	074026400	11/1/1993	TMA468449 (Canada)	1/9/1997
OLD COUNTRY BUFFET	H09-141125	7/23/1997	4237700 (Japan)	2/5/1999

TRADEMARKS

HOMETOWN BUFFET, INC.

<u>Mark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOMETOWN	74/179018	6/24/1991	1696669	6/23/1992
GRANNY'S BUFFET and design	75/128614	6/17/1996	2123023	12/23/1997
HTB	74423927	8/10/1993	1919022	9/12/1995
HOMETOWN			24333 (US State – CA)	9/13/1985
HOMETOWN BUFFET	H05-129656	12/24/1993	3349822 (Japan)	10/3/1997
HOMETOWN BUFFET	442217	8/16/2000	685600 (Mexico)	1/31/2001
HOMETOWN BUFFET	247628	4/6/1995	247628 (New Zealand)	7/23/1997

TRADEMARKS

RYAN'S RESTAURANT GROUP, INC.

<u>Mark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
RYAN'S FAMILY STEAKHOUSE	73/181030	8/4/1978	1149189	3/24/1981
RYAN'S FAMILY STEAKHOUSE Design	73/656667	4/22/1987	1467753	12/1/1987

"R" Design	73/181065	8/4/1978	1182501	12/15/1981
MEGA BAR	73/615869	8/21/1986	1458801	9/22/1987
RYAN'S and Design	74/106749	10/15/1990	1707396	8/11/1992
SENSIBLE CHOICES	75/024935	11/28/1995	2204197	11/17/1998
FIRE MOUNTAIN	76/101888	8/2/2000	2580030	6/11/2002
FIRE MOUNTAIN HOT OFF THE GRILL! and Design	77/001548	9/18/2006	3273364	8/7/2007
FIRE MOUNTAIN	77/001526	9/18/2006	3267176	7/24/2007
RYAN'S	77450884	4/17/2008	3543123	12/9/2008
RYAN'S Stylized	242659	9/6/1995	601541 (Mexico)	2/25/1999
RYAN'S FAMILY STEAKHOUSE Stylized	242658	9/6/1995	536059 (Mexico)	11/18/1996

TRADEMARKS

TAHOE JOE'S, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
JOE'S STEAK	78/923475	7/6/2006	3339784	11/20/2007
NEVADA CHEESECAKE	78/923545	7/6/2006	3239567	5/8/2007
RAILROAD CAMP SHRIMP	78/923463	7/6/2006	3239562	5/8/2007
TAHOE JOE'S	75/197501	11/13/1996	2114109	11/18/1997
TAHOE JOE'S	78/506762	10/27/2004	3040908	1/10/2006
TAHOE JOE'S FAMOUS STEAKHOUSE & Design	78/507006	10/27/2004	3045530	1/17/2006