

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 Capital Finance, Inc.		05/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mastro's Restaurants, LLC		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2980622	MASTRO'S STEAKHOUSE M	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5170		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	23805.139		
NAME OF SUBMITTER:	Jennifer Pierce		
Signature:	/Jennifer Pierce/		
Date:	06/06/2013		
Total Attachments: 3 source=23805.139 A#page1.tif source=23805.139 A#page2.tif source=23805.139 A#page3.tif			

OP \$40.00 2980622

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **Release of Security Interest in Trademarks (the “Release”)** effective as of May 24, 2013, is made by Wells Fargo Capital Finance, Inc., a Delaware corporation, with an address at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California, 90404, in its capacity as agent for certain lenders (the “Secured Party”).

WHEREAS, reference is made to a certain Trademark Security Agreement dated May 16, 2007, by and among Mastro’s Restaurants, LLC f/k/a Rare Restaurant Group, LLC, a Delaware limited liability company (“Mastro’s Restaurants”), RRG Group, LLC, a Delaware limited liability company (the “Parent”) (collectively referred to hereinafter as the “Grantors”), and Secured Party (together, the “Security Agreements”), notice of which was recorded at the United States Patent and Trademark Office at Reel 3548, Frame 0691 and at Reel 3548, Frame 0987. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreements.

WHEREAS, in connection with the Security Agreements, one or more of the Grantors granted Secured Party, for the benefit of certain lenders, a continuing Security Interest in all of the right, title and interest of Grantors in and to the Trademark Collateral identified therein.

And **WHEREAS**, Grantors signed a Pay-Off Letter dated May 24, 2013 with the Secured Party, and now seek release of the security interest specified in the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby irrevocably releases and terminates all its Security Interests in and to the Trademark Collateral, including without limitation, the trademarks described in the schedules attached to the Security Agreement and attached as Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, as well as all proceeds and claims based on past, present, or future infringement; and further, discharges, quit claims and relinquishes to and unto the Grantors, in each case, without recourse and without any representation or warranty of any kind, any and all rights, title and interest it has in and to the Trademark Collateral, and more particularly hereby releases the security interests granted to the Secured Party in the Trademark Collateral which was recorded in the United States Trademark Office.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

**TRADEMARK
REEL: 005041 FRAME: 0984**


IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed by its authorized officer as of the date first written above.

WELLS FARGO CAPITAL FINANCE, INC.

By:

Name:

Title:


Evan D. Purcell
Vice President

SCHEDULE I

TRADEMARKS

Trademark Name	Status	Reg No.	Reg. Date	Registered To	State (if US)	State Reg No.
MASTRO'S STEAKHOUSE M and Design	Active	2980622	08/02/05	Mastro's Restaurants, LLC		
MASTRO'S OCEAN CLUB FISH HOUSE	Active	294578	05/20/03	Mastro's Restaurants, LLC	AZ	294578
MASTRO'S STEAKHOUSE	Active	196247	07/27/98	Mastro's Restaurants, LLC	AZ	196247