

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352017

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		08/19/2015	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Tahoe Joe's, Inc.		
Street Address:	1020 Discovery Road		
Internal Address:	Suite 100		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
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:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Dorna Mohaghegh c/o Willkie Farr & Galla		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122910.00001DM		
NAME OF SUBMITTER:	Dorna Mohaghegh		
SIGNATURE:	/dornamohaghegh/		

CH \$165.00 3339784

DATE SIGNED:	08/20/2015
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Trademark Release"), is made as of August 19, 2015 ("the Effective Date") by CREDIT SUISSE AG, 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" and collectively, the "Grantors"). Unless otherwise defined herein, terms used herein and not defined shall have the meanings provided or provided by reference in the Trademark Security Agreement, dated July 18, 2012, among the Grantors and the Collateral Agent (the "Trademark Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, each Grantor granted and pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right title or 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 A (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.

(collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 20, 2012 at Reel 4826/Frame 0208;

WHEREAS, the Grantor has requested that the Agent: (a) terminate and release all liens and security interests of the Collateral Agent in the Trademark Collateral; and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release the Collateral Agent’s security interest in and to the Trademark Collateral, and the parties seek to make record of the Collateral Agent’s release to the Grantor of any and all of its security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for itself and on behalf of the Secured Parties, hereby terminates the Trademark Security Agreement, and hereby releases, relinquishes, discharges, cancels, repledges, reassigns and releases any and all security interests it has in and to the Trademark Collateral including, without limitation, those items referred to on Schedule A hereto.

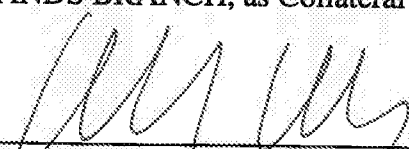
The Collateral Agent hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents necessary under the rules and other applicable laws of the various jurisdictions, and to do such other acts as may be reasonably necessary upon request of the Grantors (or their assignees or designees) to effectuate the release of the security interest contemplated hereby and to confirm this Trademark Release and Grantors’ (or their assignees’) right, title and interest in and to the Trademark Collateral.

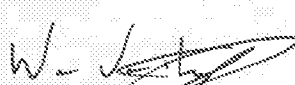
This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Warren Van Heyst
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

BUFFETS, INC.

MARK	APP. NO.	FILE DATE	REG. DATE	REG. NO.
OLD COUNTRY BUFFET	73/489350	7/11/1984	6/18/1985	1343558
OLD COUNTRY BUFFET Stylized Letters	73/592818	4/11/1986	12/30/1986	1423419
SALADBRATION! (Stylized)	73/741752	7/11/1988	3/7/1989	1529087
OLD COUNTRY BUFFET (Stylized)	74/574462	9/16/1994	3/25/1997	2048119
OLD COUNTRY BUFFET and Design (Diamond)	74/574504	9/16/1994	4/8/1997	2051196
OLD COUNTRY BUFFET and Design (W/ Rectangle)	74/574759	9/16/1994	4/8/1997	2051197
OLD COUNTRY BUFFET and Design (Stack w/ Diamond)	75/091977	4/12/1996	4/7/1998	2149716
HOMETOWN BUFFET	76/241460	4/16/2001	9/10/2002	2617451
HOMETOWN BUFFET	78/442222	6/28/2004	10/16/2007	3311656
HOMETOWN BUFFET (Plate)	78/442218	6/28/2004	11/27/2007	3343752
SOUP'NSALAD UNLIMITED	75/817832	10/7/1999	1/9/2001	2420299
SPOON TENDER	76/047450	5/12/2000	6/11/2002	2579867
COUNTRY BUFFET	78/433864	6/11/2004	8/23/2005	2987516
HOMESTYLE. YOUR STYLE.	78/452905	7/19/2004	9/20/2005	2997774
HOMETOWN	78/442232	6/28/2004	11/20/2007	3339237
PLATE/ FORK DESIGN	78/159170	8/29/2002	9/28/2004	2890167
RANCHER'S SELECT	77/121133	3/2/2007	4/15/2008	3412407
TALK BACK TUESDAY	85/197205	12/14/2010		
Great Meals & Great Deals	77/915104	1/19/2010	7/27/10	3826674
My Plate My Way	77/872023	11/13/2009	7/6/10	3813866
Perfect Plate Perfect Price	85/197208	12/14/2010	7/12/11	3993651
The Land of &	85/068891	6/22/2010	3/15/11	3932887
The Land of And	85/068896	6/22/20210	3/15/11	3932888
HOMETOWN BUFFET (Fork and Plate)	85/389278	8/4/2011	12/20/11	4074373

TRADEMARKS

HOMETOWN BUFFET, INC.

MARK	APP. NO.	FILE DATE	REG. DATE	REG. NO.
HOMETOWN	74/179018	6/24/91	6/23/92	1696669
GRANNY'S BUFFET and design	75/128614	6/17/96	12/23/97	2123023
HTB	74423927	8/10/93	9/12/95	1919022

TRADEMARKS

RYAN'S RESTAURANT GROUP, INC.

MARK	APP. NO.	FILE DATE	REG. DATE	REG. NO.
RYAN'S FAMILY STEAKHOUSE	73/181030	8/4/1978	3/24/1981	1149189
RYAN'S FAMILY STEAKHOUSE Design	73/656667	4/22/1987	12/1/1987	1467753
"R" Design	73/181065	8/4/1978	12/15/1981	1182501
MEGA BAR	73/615869	8/21/1986	9/22/1987	1458801
RYAN'S and Design	74/106749	10/15/1990	8/11/1992	1707396
SENSIBLE CHOICES	75/024935	11/28/1995	11/17/1998	2204197
FIRE MOUNTAIN	76/101888	8/2/2000	6/11/2002	2580030
FIRE MOUNTAIN HOT OFF THE GRILL! and Design	77/001548	9/18/2006	8/7/2007	3273364
FIRE MOUNTAIN	77/001526	9/18/2006	7/24/2007	3267176
RYAN'S	77/450884	4/17/2008	12/9/2008	3543123

TRADEMARKS

TAHOE JOE'S, INC.

MARK	APP. NO.	FILE DATE	REG. DATE	REG. NO.
JOE'S STEAK	78/923475	7/6/2006	11/20/2007	3339784
NEVADA CHEESECAKE	78/923545	7/6/2006	5/8/2007	3239567
RAILROAD CAMP SHRIMP	78/923463	7/6/2006	5/8/2007	3239562
TAHOE JOE'S	75/197501	11/13/1996	11/18/1997	2114109
TAHOE JOE'S (and design)	78/506762	10/27/2004	1/10/2006	3040908
TAHOE JOE'S FAMOUS STEAKHOUSE & Design	78/507006	10/27/2004	1/17/2006	3045530