

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
First Commercial Bank		12/22/2011	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Milo's Franchise Company, Inc.		
Street Address:	2204 Lakeshore Drive, Suite 130		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1178661	MILO'S	
CORRESPONDENCE DATA			
Fax Number:	(205)930-5100		
Phone:	205.930.5282		
Email:	tbush@sirate.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Timothy A. Bush, Esq.		
Address Line 1:	2311 Highland Ave. S.		
Address Line 4:	Birmingham, ALABAMA 35205		
ATTORNEY DOCKET NUMBER:	55970-3		
NAME OF SUBMITTER:	Timothy A. Bush, Esq.		
Signature:	/tab/		
Date:	12/22/2011		
Total Attachments: 1 source=Milo's Release#page1.tif			

CH \$40.00 1178661

RELEASE OF SECURITY INTEREST IN TRADEMARK

FOR GOOD VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, FIRST COMMERCIAL BANK, an Alabama bank ("Assignor"), does hereby sell, assign, transfer and convey to Milo's Franchise Company, Inc., ("Assignee), without any representation or warranty by, or recourse to, Assignor, all right, title and interest of Assignor in and to the trademark, MILO'S and all registrations therefore (including U.S. Reg. No. 1,178,661), arising under that certain Trademark and Copyright Collateral Assignment and Security Agreement dated as of January 2, 2002, and recorded on January 15, 2002 on Reel No. 002422, Frame 0759 (as at any time amended, the "Trademark Security Agreement"), together with the goodwill of the business symbolized by the mark.

This Agreement is a release of all liens and security interests conveyed by the Assignee to Assignor pursuant to the terms of the Trademark Security Agreement, and reassigns such Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of such Trademark Security Agreement.

Assignor agrees, at Assignee's expense, to take such further actions, and provide to Assignee, its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the laws of the United States.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed by its duly authorized officer on December 22nd, 2011.

FIRST COMMERCIAL BANK

By:

Name:

Title:

Todd Beard
Todd Beard
Executive Vice President

Dated:

12/22/11