

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------|
| CREDIT SUISSE AG, AS COLLATERAL AGENT | | 02/21/2012 | BANK: SWITZERLAND |

RECEIVING PARTY DATA

| | |
|-------------------|------------------------------------|
| Name: | MOE'S FRANCHISOR LLC |
| Street Address: | 200 GLENRIDGE POINT PARKWAY |
| Internal Address: | SUITE 200 |
| City: | ATLANTA |
| State/Country: | GEORGIA |
| Postal Code: | 30342 |
| Entity Type: | LIMITED LIABILITY COMPANY: GEORGIA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 3341662 | A MOE'S BURRITO IN EVERY HAND |
| Serial Number: | 85102936 | FEED THE MOEMENT |
| Serial Number: | 85102928 | FEED THE MOMENT |
| Registration Number: | 3375897 | MOE KNOWS BURRITOS |
| Registration Number: | 3037577 | MOE'S KNOWS BURRITOS |
| Registration Number: | 2650129 | MOE'S SOUTHWEST GRILL |
| Registration Number: | 2699371 | MOES SOUTHWEST GRILL |
| Registration Number: | 3762299 | MOE'S SOUTHWEST GRILL |
| Registration Number: | 3335685 | WELCOME TO MOES |
| Registration Number: | 3435299 | WELCOME TO MOE'S |

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F138170 |
| NAME OF SUBMITTER: | Karen S. Cottrell |
| Signature: | /Karen S. Cottrell/ |
| Date: | 02/29/2012 |

Total Attachments: 4
source=Release.Trademarks.Moes.Franchisor.LLC#page2.tif
source=Release.Trademarks.Moes.Franchisor.LLC#page3.tif
source=Release.Trademarks.Moes.Franchisor.LLC#page4.tif
source=Release.Trademarks.Moes.Franchisor.LLC#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of February 21, 2012, is made in favor of Moe’s Franchisor LLC, a Georgia limited liability company (the “**Grantor**”), by Credit Suisse AG, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement defined below (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties. Capitalized terms used and not defined herein shall have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement, dated as of November 5, 2010 (the “**Guarantee and Collateral Agreement**”), in favor of the Collateral Agent pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of November 5, 2010 (the “**Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4411 / Frame 0660 on November 9, 2010, pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; hereinafter, the “**Trademark Collateral**”), including all of the Grantor’s right, title and interest in, to and under each trademark of the Grantor, and each trademark license to which the Grantor is a party, as listed on Schedule I hereto (the “**Specified Trademarks**”);

WHEREAS, the Grantor has requested that the Collateral Agent deliver this Release; and

WHEREAS, the Collateral Agent has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent in its capacity as Collateral Agent and on behalf of the Secured Parties, hereby terminates and releases its security interest in and to, but solely under the Trademark Security Agreement, all of the Grantor’s right, title and interest in, to and under all of the following Collateral:

- a. the Trademark Collateral, including the Specified Trademarks;
- b. all of the goodwill of the business connected with the use of, or symbolized by such Trademark Collateral and Specified Trademarks; and
- c. all proceeds of and revenues from the foregoing, including without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of such

Trademark Collateral, including the Specified Trademarks, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to the Collateral Agent in, to or under any Collateral (including, for the avoidance of doubt, any Trademarks) under the Guarantee and Collateral Agreement, other than, to the extent granted therein, any security interest in the Specified Trademarks.

This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles that would require the application of laws of another jurisdiction.

This Release may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more of its counterparts.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Credit Suisse AG, Cayman Islands Branch

By: 

Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

By: 

Name:

Title:

KEVIN BUDDHDEW
ASSOCIATE

[Signature Page to Moe's Franchisor LLC Trademark Release]

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TRADEMARK
REEL: 004727 FRAME: 0016

SCHEDULE I

MOE'S FRANCHISOR LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date |
|--|----------------|------------------------|-------------------------|-------------------------|--------------------------|
| A MOE'S BURRITO IN EVERY HAND & DESIGN | USA | 78/816298 | 16-Feb-06 | 3341662 | 20-Nov-07 |
| FEED THE MOMENT | USA | 85/102936 | 09-Aug-10 | | |
| FEED THE MOMENT | USA | 85/102928 | 09-Aug-10 | | |
| MOE KNOWS BURRITOS | USA | 78/359431 | 29-Jan-04 | 3375897 | 29-Jan-08 |
| MOE'S KNOWS BURRITOS | USA | 78/359396 | 29-Jan-04 | 3037577 | 03-Jan-06 |
| MOE'S SOUTHWEST GRILL | USA | 76/042554 | 08-May-00 | 2650129 | 12-Nov-02 |
| MOE'S SOUTHWEST GRILL & DESIGN | USA | 76/180755 | 13-Dec-00 | 2699371 | 25-Mar-03 |
| MOE'S SOUTHWEST GRILL & DESIGN | USA | 77/665926 | 09-Feb-09 | 3762299 | 23-Mar-10 |
| WELCOME TO MOES | USA | 76/625439 | 22-Dec-04 | 3335685 | 13-Nov-07 |
| WELCOME TO MOES | USA | 77/285540 | 21-Sep-07 | 3435299 | 27-May-08 |

TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties Licensor/Licensee</u> | <u>Date of Agreement</u> | <u>Subject Matter</u> |
|---------------------------------|---|---------------------------------|------------------------------|
| None | | | |