# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		05/10/2013	CORPORATION:

## **RECEIVING PARTY DATA**

Name:	Barney's Bar-B-Q, Inc.
Street Address:	2001 Spring Road
City:	Oak Brook
State/Country:	INDIANA
Postal Code:	60523
Entity Type:	CORPORATION: ILLINOIS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1948600	BARNELLI'S

#### **CORRESPONDENCE DATA**

6306272145 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6306274552

Email: patlawfirm@yahoo.com Correspondent Name: James N. Videbeck

Address Line 1: 1 S 376 Summit Avenue, Court C Address Line 4: Oakbrook Terrace, ILLINOIS 60181

ATTORNEY DOCKET NUMBER:	BARNELLIS
NAME OF SUBMITTER:	James N. Videbeck
Signature:	/James N. Videbeck/
1	

REEL: 005039 FRAME: 0485

**TRADEMARK** 

Date:	06/03/2013
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TRADEMARK REEL: 005039 FRAME: 0486

### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), dated as of May 10, 2013, is made by General Electric Capital Corporation, as agent for the Lenders (as defined in the Trademark Security Agreement defined below) (the "Agent").

WHEREAS, Barney's Bar-B-Q, Inc., an Illinois corporation (the "Grantor") and the Agent entered into a certain Trademark Security Agreement, dated as of October 25, 2001 made by the Grantor in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted a security interest in certain trademarks and trademark applications owned by the Grantor, including, without limitation, those set forth on Schedule I attached hereto (the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office;

NOW THEREFORE, the Agent hereby releases, without representation, recourse or warranty whatsoever, all of its security interest in the Trademark Collateral, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Trademark Security Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Grantor.

The Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

[signature page follows]

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IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

Title: Auly Athorized S

[Signature Page to Trademark Release]

TRADEMARK REEL: 005039 FRAME: 0488

# Schedule I to Release of Trademark Security Interest

# TRADEMARK REGISTRATIONS

Reg. No. 1,948,600 Reg. Date 1/16/1996

# TRADEMARK APPLICATIONS

Name of Mark

Trademark Application Serial No.

None.

TRADEMARK LICENSES

None.

CHI 2715013.1

**RECORDED: 06/03/2013** 

TRADEMARK REEL: 005039 FRAME: 0489