

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302785

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|---|--|---------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest recorded at 4528/0368 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, National Association | | 04/28/2014 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Sizzling Platter, LLC | | |
| Street Address: | 348 E. 6400 South, Suite 200 | | |
| City: | Murray | | |
| State/Country: | UTAH | | |
| Postal Code: | 84107 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEVADA | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1806606 | RUBY RIVER STEAKHOUSE | |
| Registration Number: | 1964873 | RUBY RIVER | |
| Registration Number: | 1822895 | RUBY RIVER | |
| Registration Number: | 1885429 | WHAT A STEAK OUGHT TO BE | |
| Registration Number: | 2143520 | HOPPERS GRILL & BREWING COMPANY | |
| Registration Number: | 2143533 | HOPPERS | |
| Registration Number: | 2099536 | HOPPERS | |
| Registration Number: | 2101637 | HOPPERS | |
| Registration Number: | 3094809 | SPAGHETTI MAMA'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-862-6371 | | |
| Email: | renee.prescan@kirkland.com | | |
| Correspondent Name: | Renee Prescan | | |
| Address Line 1: | 300 North LaSalle Street | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |

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| ATTORNEY DOCKET NUMBER: | 12311-1 RMP |
| NAME OF SUBMITTER: | Renee M. Prescan |
| SIGNATURE: | /Renee M. Prescan/ |
| DATE SIGNED: | 04/28/2014 |
| Total Attachments: 3 source=Sizzling Platter - WF Trademark Release (Executed)#page1.tif source=Sizzling Platter - WF Trademark Release (Executed)#page2.tif source=Sizzling Platter - WF Trademark Release (Executed)#page3.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 28, 2014 (“Effective Date”) by **Wells Fargo Bank, National Association**, as Collateral Trustee (“Collateral Trustee”), in favor of **Sizzling Platter, LLC**, a Nevada limited liability company (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement (Parity Lien) by and between Grantor and Collateral Trustee dated April 21, 2011 (the “Trademark Security Agreement”), Grantor granted to Collateral Trustee a security interest in and lien on all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations set forth on Schedule A attached hereto;

WHEREAS, Grantor and Collateral Trustee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Parity Lien Pledge and Security Agreement, dated as of April 21, 2011, by and between Grantor, Collateral Trustee and certain other parties (the “Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on April 25, 2011 at Reel/Frame 4528/0368; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Collateral Trustee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Trustee hereby terminates, pursuant to instructions received from the Grantor, the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Collateral Trustee represents and warrants that: (i) it has the full power and authority to execute this Release and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Collateral Trustee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Trustee



Name: Brandon Horak

Title: Trust Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

| Trademark No. | Registration Date | Mark |
|----------------------|--------------------------|------------------------------------|
| 1806606 | 11/23/1993 | RUBY RIVER STEAKHOUSE |
| 1964873 | 4/2/1996 | RUBY RIVER |
| 1822895 | 2/22/1994 | RUBY RIVER |
| 1885429 | 3/21/1995 | WHAT A STEAK OUGHT TO BE |
| 2143520 | 3/10/1998 | HOPPERS GRILL & BREWING COMPANY |
| 2143533 | 3/10/1998 | HOPPERS |
| 2099536 | 9/23/1997 | HOPPERS |
| 2101637 | 9/30/1997 | HOPPERS |
| 3094809 | 5/23/2006 | SPAGHETTI MAMA'S |