

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314412

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF THE WEST		08/18/2014	BANKING CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CWH COMPANY, LLC		
<b>Street Address:</b>	7777 CENTER AVENUE		
<b>City:</b>	HUNTINGTON BEACH		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92647		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>Name:</b>	LAZY DOG RESTAURANTS, LLC		
<b>Street Address:</b>	7777 CENTER AVENUE		
<b>City:</b>	HUNTINGTON BEACH		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92647		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2892767	THE LAZY DOG CAFE	
<b>Registration Number:</b>	2885925	THE LAZY DOG CAFE	
<b>Registration Number:</b>	2888554	LAZY DOG CAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	17732-1		

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<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	08/18/2014
<b>Total Attachments: 3</b> source=20140818135546802#page1.tif source=20140818135546802#page2.tif source=20140818135546802#page3.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**WHEREAS**, in connection with that certain Loan and Security Agreement dated as of May 28, 2013 between CWH Company, LLC, a California limited liability company, and Lazy Dog Restaurants, LLC, a Delaware limited liability company (collectively, the "Borrower" and each a "Borrower") and Bank of the West, a California banking corporation ("Lender") (the "Loan Agreement"), Borrower granted to Lender a continuing security interest in and to all of Borrower's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Borrower (collectively, the "Trademarks"), in each case, together with the goodwill associated therewith;

**WHEREAS**, the interest of Lender in the Trademarks were recorded with the United States Patent and Trademark Office ("PTO") on June 16, 2003, at Reel 5037, Frame 0323 (the "Filing"); and

**WHEREAS**, Borrower has paid all of its outstanding indebtedness to Lender.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases the security interest in all of Borrower's right, title and interest in the following (the "Collateral"): (a) the trademarks described on Schedule 1 to this Release and all other trademarks; (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing. Lender represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth in the Filing, in any jurisdiction throughout the world

Lender shall take all further actions, and provide to Borrower, 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), reasonably requested by Borrower to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Lender has caused this Release of Security Interest in Trademarks to be executed by its duly authorized representative as of 8/18, 2014.

**Bank of the West**



Name: Bruce Young

Title: Managing Member

**Schedule 1 to the Release**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>
78/523,116	2,888,554	Lazy Dog Café
76/522,899	2,885,925	Lazy Dog Café design
76/518,325	2,892,767	The Lazy Dog Café