

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314750

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Torrey Pines Bank		08/15/2014	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	HDOS Enterprises
<b>Street Address:</b>	5942 Priestly Drive
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1610833	
Registration Number:	2302750	HOT DOG ON A STICK
Registration Number:	2371510	HOT DOG ON A STICK
Registration Number:	2651663	MUSCLE BEACH LEMONADE & HOT DOGS
Registration Number:	2878790	HOT DOG ON A STICK
Registration Number:	2894729	HOT DOG ON A STICK
Registration Number:	2972016	HOT DOG ON A STICK
Registration Number:	2866250	HOT DOG ON A STICK
Registration Number:	3243999	
Registration Number:	3211128	CHEESE ON A STICK
Registration Number:	3231962	
Registration Number:	3267984	
Registration Number:	3221809	HOT DOG ON A STICK
Registration Number:	1603030	LEMONADE

## CORRESPONDENCE DATA

Fax Number: 2485668531

*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.*

Phone: 248-566-8530

TRADEMARK

**Email:** tmdocketing@honigman.com  
**Correspondent Name:** Honigman Miller Schwartz and Cohn, LLP  
**Address Line 1:** 39400 Woodward Avenue, Suite 101  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304

**ATTORNEY DOCKET NUMBER:** 230324-356286

**NAME OF SUBMITTER:** Julie E. Reitz

**SIGNATURE:** /Julie E. Reitz/

**DATE SIGNED:** 08/21/2014

**Total Attachments: 4**

source=Torrey Pines Release#page1.tif

source=Torrey Pines Release#page2.tif

source=Torrey Pines Release#page3.tif

source=Torrey Pines Release#page4.tif

**RELEASE OF SECURITY INTERESTS – TRADEMARKS**

**August 15, 2014**

**WHEREAS**, HDOS Enterprises, a California corporation (the “**Grantor**”), owns the U.S. trademark applications and registrations for various marks identified on Schedule A hereto (collectively, the “**Trademarks**”);

**WHEREAS**, the Grantor granted a security interest in the Trademarks, as indicated on Schedule A hereto, to Torrey Pines Bank, a California corporation (“**Torrey Pines**”), pursuant to an Intellectual Property Security Agreement dated as of December 5, 2007;

**WHEREAS**, the Trademarks are being sold pursuant to that certain Asset Purchase Agreement, dated as of July 9, 2014, by and between the Grantor and HDOS Acquisition, LLC (as amended, the “**Asset Purchase Agreement**”); and

**WHEREAS**, in connection with the Closing (as defined in the Asset Purchase Agreement), Torrey Pines desires to release its security interests and any and all claims, liens, and other encumbrances in and to the Trademarks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of and subject to the Closing, Torrey Pines hereby releases its security interests in the Trademarks and discharges and relinquishes unto Grantor and its successors and assigns any and all right, title and interest, benefit and security interest it has in and to the Trademarks now covered or intended to be covered by the security interest grants made by Grantor to the undersigned, subject to the terms and conditions of the Sale Order (as defined in the Asset Purchase Agreement).

This agreement shall be construed under and governed by the laws of the State of California and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this agreement by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TORREY PINES BANK, a California corporation

By: *Albert Contreras*  
Name: ALBERT CONTRERAS  
Title: VICE PRESIDENT

STATE OF California )

) SS:

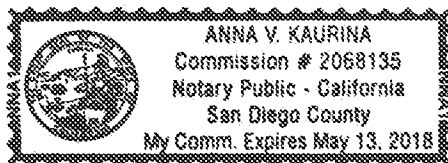
COUNTY OF San Diego )

On the 15<sup>th</sup> day of August in the year 2014 before me, the undersigned, personally appeared *Rilbert Contreras*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public: *Anna V. Kaurina*

My commission expires:



HDOS ENTERPRISES, a California corporation

By: [Signature]  
Name: DAN SMITH  
Title: CEO

STATE OF California )

) SS:

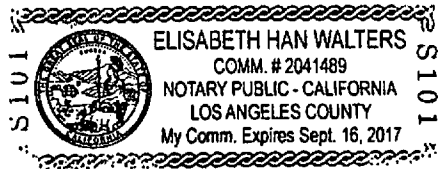
COUNTY OF Los Angeles )

On the 18 day of August in the year 2014 before me, the undersigned, personally appeared Dan Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public:

[Signature]

My commission expires: September 16, 2017



**SCHEDULE A TO RELEASE OF SECURITY INTERESTS – TRADEMARKS**

<b>Trademark</b>	<b>Reg No</b>	<b>Reg Date</b>	<b>Status</b>	<b>Owner</b>
HOT DOG ON A STICK (HOT DOG DESIGN)	1,610,833	8/21/1990	Registered	HDOS Enterprises
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	2,302,750	12/21/1999	Registered	HDOS Enterprises
HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)	2,371,510	7/25/2000	Registered	HDOS Enterprises
MUSCLE BEACH LEMONADE & HOT DOGS (DESIGN)	2,651,663	11/19/2002	Registered	HDOS Enterprises
HOT DOG ON A STICK (STYLIZED - RED)	2,878,790	8/31/2004	Registered	HDOS Enterprises
HOT DOG ON A STICK (STYLIZED - BLUE)	2,894,729	10/19/2004	Registered	HDOS Enterprises
HOT DOG ON A STICK W/ MAN ON SIDE (DESIGN)	2,972,016	7/19/2005	Registered	HDOS Enterprises
HOT DOG ON A STICK (DESIGN)	2,866,250	7/27/2004	Registered	HDOS Enterprises
SHIRT DESIGN (STYLIZED)	3,243,999	5/22/2007	Registered	HDOS Enterprises
CHEESE ON A STICK	3,211,128	2/20/2007	Registered	HDOS Enterprises
CAP & DESIGN (B/W)	3,231,962	4/17/2007	Registered	HDOS Enterprises
CAP & DESIGN (COLOR)	3,267,984	7/24/2007	Registered	HDOS Enterprises
HOT DOG ON A STICK & DESIGN	3,221,809	3/27/2007	Registered	HDOS Enterprises
LEMONADE	1,603,030	6/19/1990	Registered	HDOS Enterprises