

11/04/2014

Form PT-1594 (Rev. 08/01/07) (exp. 04/30/2015)
OMB Collection 0654-0047

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RECC
TF

103669566

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Bank, N.A.
5938 Priestly Drive, STE 200
Carlsbad, California 92008

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 10/23/2014

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Peter Piper Inc.

Street Address: 950 W. Behrend Drive, Suite 102

City: Phoenix

State: Arizona

Country: USA Zip: 85027

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Arizona
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wells Fargo Bank, NA Attn: Kristin Tullio

Internal Address: MAC-7300-033

Street Address: 1700 Lincoln Street, 3rd Floor

City: Denver

State: CO Zip: 80203

Phone Number: 303-863-5671

Docket Number: _____

Email Address: Kristin.Tullio@wellsfargo.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$365

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/04/2014 KNGUYEN1 00000023 1887334

01 FC:8521
Deposit Account Number _____ 40.00 OP
325.00 OP

Authorized User Name _____

9. Signature: [Handwritten Signature]

Signature

10-23-14

Date

Kristin Tullio, Agent
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005395 FRAME: 0472

SCHEDULE 1
TRADEMARKS AND TRADEMARK REGISTRATIONS

Registered Trademarks:

Trademark	Registration Number	Filing Date
Simplicity	1887334	9/14/1993
	1915601	8/29/1995
	2144764	5/16/1997
Pistol Pete's Pizza	2142876	5/16/1997
	2230775	3/26/1998
Peter Piper Pizza	2228782	3/26/1998
Peter Piper Pizza	2722506	2/04/2002
Profesionales En Pizza Y Diversión	3130632	2/27/2004
Peter Piper Pizza	3130632	2/27/2004
Peter Piper Pizza	3302290	6/02/2006
Peter Piper Pizza	3302291	6/02/2006
The Food's As Good As The Fun	3277885	2/21/2006
	3224132	4/3/2007
Xtrastuff	3277885	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) dated as of October 20, 2014, from Wells Fargo Bank, N.A., as administrative agent (“Administrative Agent”), to PETER PIPER, INC., an Arizona corporation (the “Company”) and the other assignors referred to herein below.

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement and License dated as of December 21, 2006, as reaffirmed pursuant to the Reaffirmation of Intellectual Property Security Agreement and License dated as of October 29, 2010, by and between the Company, the other parties signatory thereto as assignors (the “Assignors”) and Administrative Agent, in favor of the Administrative Agent, for the benefit of the lenders (the “Security Agreement”), a security interest (the “Security Interest”) was granted by the Company and the other Assignors to the Administrative Agent in the Pledged Trademarks, including the Trademarks identified on Schedule 1 attached hereto (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 11, 2007 as File #900066560A, Reel 003459, Frame 0167, and File #900066572A, Reel 003459, Frame 0229; and its reaffirmation subsequently recorded on October 29, 2010 as File # 900175317, Reel 004307, Frame 0355;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees and acknowledges as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided in the Security Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks including the Trademarks identified on Schedule 1 attached hereto and made a part hereof, and assigns to the Company and the Assignors, as applicable, without recourse, all of the Administrative Agent’s right, title and interest in the Trademarks, and any right, title or interest of the Administrative Agent in such Trademark shall hereby cease and be void. Administrative Agent understands and agrees that this Agreement may be recorded by or for the Company and the other Assignors, as applicable, with the United States Patent and Trademark Office or any similar office or agency.

3. Further Assurances. Upon request by the Company, the Administrative Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such

other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, N.A.
as Administrative Agent

By: *Maureen S. Malphus*
Name: Maureen S. Malphus
Title: Vice President