

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339208

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Interest Lien Release R/F 5322/0903 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------|
| Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent | | 04/20/2015 | Bank: SWITZERLAND |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------|
| Name: | TGI Friday's of Minnesota, Inc. |
| Street Address: | 4201 Marsh Lane |
| City: | Carrollton |
| State/Country: | TEXAS |
| Postal Code: | 75007 |
| Entity Type: | CORPORATION: MINNESOTA |

PROPERTY NUMBERS Total: 56

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 3435982 | BROWNIE OBSESSION |
| Registration Number: | 4490100 | EARN YOUR STRIPES |
| Registration Number: | 3133940 | EVERYONE COULD USE MORE FRIDAY'S |
| Registration Number: | 1203225 | FAST FRIDAYS |
| Registration Number: | 0977903 | FRIDAY'S |
| Registration Number: | 1979633 | FRIDAY'S |
| Registration Number: | 2565300 | FRIDAY'S |
| Registration Number: | 1988317 | FRIDAY'S FRONT ROW SPORTS GRILL |
| Registration Number: | 3259361 | FRIDAY'S FRONT ROW SPORTS GRILL |
| Registration Number: | 2659071 | FRIDAY'S FRONT ROW SPORTS GRILL |
| Registration Number: | 2129175 | FRIDAY'S |
| Registration Number: | 1858259 | FRONT ROW |
| Registration Number: | 3437060 | GIVE ME MORE FRIDAY'S |
| Registration Number: | 3636407 | GIVE ME MORE STRIPES |
| Registration Number: | 2120962 | IN HERE, IT'S ALWAYS FRIDAY |
| Registration Number: | 2253463 | |
| Registration Number: | 4384934 | MY FRIDAYS TAB |
| Registration Number: | 4480825 | RIGHT PORTION, RIGHT PRICE |

OP \$1415.00 3435982

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 2220903 | SHAKE RATTLE AND POUR |
| Registration Number: | 2220902 | SHAKE RATTLE AND POUR |
| Registration Number: | 0925656 | T.G.I. FRIDAY'S |
| Registration Number: | 1371648 | T.G.I. FRIDAY'S |
| Registration Number: | 1380366 | T.G.I. FRIDAY'S |
| Registration Number: | 1381314 | T.G.I. FRIDAY'S |
| Registration Number: | 2532181 | T.G.I. FRIDAY'S |
| Registration Number: | 2294717 | T.G.I. FRIDAY'S |
| Registration Number: | 2476076 | T.G.I. FRIDAY'S |
| Registration Number: | 1638468 | T.G.I. FRIDAY'S |
| Registration Number: | 1417077 | T.G.I. FRIDAY'S |
| Registration Number: | 2545010 | T.G.I. FRIDAY'S |
| Registration Number: | 2300670 | T.G.I. FRIDAY'S |
| Registration Number: | 1760170 | T.G.I. FRIDAY'S |
| Registration Number: | 1902042 | T.G.I. FRIDAY'S |
| Registration Number: | 3477910 | T.G.I. FRIDAY'S |
| Registration Number: | 3518280 | T.G.I. FRIDAY'S |
| Registration Number: | 3518281 | T.G.I. FRIDAY'S |
| Registration Number: | 3229827 | T.G.I. FRIDAY'S |
| Registration Number: | 2963202 | T.G.I. FRIDAY'S |
| Registration Number: | 2448080 | T.G.I. FRIDAY'S |
| Registration Number: | 1778205 | T.G.I. FRIDAY'S |
| Registration Number: | 2164903 | T.G.I.F. |
| Registration Number: | 4544761 | TGI FRIDAYS |
| Registration Number: | 4544763 | TGI FRIDAYS |
| Registration Number: | 4548896 | TGI FRIDAYS |
| Registration Number: | 4544764 | TGI FRIDAYS |
| Registration Number: | 3680711 | TGIF |
| Registration Number: | 3887359 | THANK GOD IT'S FRIDAY'S |
| Serial Number: | 86328033 | ENDLESS APPETIZERS |
| Serial Number: | 86321855 | FRIDAYS |
| Serial Number: | 86211432 | GO OUT BETTER |
| Serial Number: | 85585244 | TGI FRIDAYS |
| Serial Number: | 85888358 | TGI FRIDAYS |
| Serial Number: | 85888371 | TGI FRIDAYS |
| Serial Number: | 85888380 | TGI FRIDAYS |
| Serial Number: | 85888385 | TGI FRIDAYS |
| Serial Number: | 85888394 | TGI FRIDAYS |

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Dwayne C. Houston**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F155259 |
| NAME OF SUBMITTER: | Karen S. Cottrell |
| SIGNATURE: | /Karen S. Cottrell/ |
| DATE SIGNED: | 04/23/2015 |

Total Attachments: 5

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RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of April 20, 2015 (the “Effective Date”), by Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent (in such capacity, the “Second Lien Administrative Agent”) under that certain Second Lien Security Agreement, (the “Second Lien Security Agreement”) dated as of July 15, 2014 among the grantors identified therein and the Second Lien Administrative Agent, in favor of TGI Friday’s of Minnesota, Inc. (the “Grantor”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Second Lien Security Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement (the “Second Lien Trademark Security Agreement”) by the Grantor in favor of the Second Lien Administrative Agent dated as of July 15, 2014, the Grantor pledged and granted to the Second Lien Administrative Agent (on behalf of the Secured Parties) a security interest in all of its rights, title and interest in and to certain collateral identified in said Second Lien Trademark Security Agreement including, without limitation, any and all of the following assets and properties (other than Excluded Assets) then owned or at any time thereafter owned or acquired by such Grantor or in which such Grantor then had or at any time thereafter owned or acquired by such Grantor or in which such Grantor then had or at any time in the future may own or acquire any right, title, or interest: (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, then existing or thereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A; (ii) any written agreement, then or thereafter in effect, granting to any third party any right to use any Trademark then or thereafter owned by the Grantor or that the Grantor otherwise had the right to license, or granting to the Grantor any right to use any Trademark then or thereafter owned by any third party, and all rights of the Grantor under any such agreement; and (iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world (collectively, the “Trademark Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on July 15, 2014 on Reel 5322, Frame 0903;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Administrative Agent hereby terminates the Second Lien Trademark Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in and against the Trademark Collateral, including, without limitation, all of the items listed in Schedule A, arising under the Second Lien Trademark Security Agreement.

If and to the extent the Second Lien Administrative Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Grantor.

The Second Lien Administrative Agent shall (at the Borrower's expense) take all further actions, and provide to the Grantor and its respective 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 the Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Release.

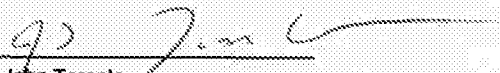
For the avoidance of doubt, this Release does not and shall not be deemed to release, discharge or terminate any security interest in any Trademarks, Trademark Licenses or Proceeds of the foregoing (each as defined in the First Lien Security Agreement) granted to the First Lien Administrative Agent (on behalf of the Secured Parties (as defined in the First Lien Security Agreement)) under (i) the First Lien Security Agreement or (ii) the Trademark Security Agreement dated as July 15, 2014 between TGI Friday's Inc. and the First Lien Administrative Agent (in which the First Lien Security Agreement is referred to in the recitals thereto).


THIS RELEASE AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Second Lien Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CREDIT SUISSE AG, CAYMAN ISALNDS BRANCH,
as Second Lien Administrative Agent

By: 
Name: John Toronto
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

SCHEDULE A
to
RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---------------|--|------------|------------|-----------|------------|------------|
| UNITED STATES | BROWNIE OBSESSION | 78/778,430 | 12/21/2005 | 3,435,982 | 5/27/2008 | REGISTERED |
| UNITED STATES | EARN YOUR STRIPES | 85/050,537 | 5/28/2010 | 4,490,100 | 3/4/2014 | REGISTERED |
| UNITED STATES | ENDLESS APPETIZERS | 86/328,033 | 07/03/2014 | | | PENDING |
| UNITED STATES | EVERYONE COULD USE MORE FRIDAY'S | 78/439,318 | 6/22/2004 | 3,133,940 | 8/22/2006 | REGISTERED |
| UNITED STATES | FAST FRIDAYS | 73/324,113 | 8/17/1981 | 1,203,225 | 7/27/1982 | REGISTERED |
| UNITED STATES | FRIDAY'S | 72/445,054 | 1/3/1973 | 977,903 | 1/29/1974 | REGISTERED |
| UNITED STATES | FRIDAY'S | 74/690,247 | 6/13/1995 | 1,979,633 | 6/11/1996 | REGISTERED |
| UNITED STATES | FRIDAY'S | 76/284,356 | 7/13/2001 | 2,565,300 | 4/30/2002 | REGISTERED |
| UNITED STATES | FRIDAY'S FRONT ROW SPORTS GRILL and Design | 74/679,172 | 5/23/1995 | 1,988,317 | 7/23/1996 | REGISTERED |
| UNITED STATES | FRIDAY'S FRONT ROW SPORTS GRILL and Design (Block Print) | 78/678,772 | 7/26/2005 | 3,259,361 | 7/3/2007 | REGISTERED |
| UNITED STATES | FRIDAY'S FRONT ROW SPORTS GRILL and Design (Script) | 76/356,370 | 1/8/2002 | 2,659,071 | 12/10/2002 | REGISTERED |
| UNITED STATES | FRIDAY'S Stylized | 75/272,402 | 4/10/1997 | 2,129,175 | 1/13/1998 | REGISTERED |
| UNITED STATES | FRIDAYS and Design (Block FRIDAYS Logo) | 86/321,855 | 06/26/2014 | | | PENDING |
| UNITED STATES | FRONT ROW | 74/353,078 | 1/27/1993 | 1,858,259 | 10/11/1994 | REGISTERED |
| UNITED STATES | GIVE ME MORE FRIDAY'S | 77/079,263 | 1/9/2007 | 3,437,060 | 5/27/2008 | REGISTERED |
| UNITED STATES | GIVE ME MORE STRIPES | 77/425,896 | 3/19/2008 | 3,636,407 | 6/9/2009 | REGISTERED |
| UNITED STATES | GO OUT BETTER | 86/211,432 | 03/05/2014 | | | PENDING |
| UNITED STATES | IN HERE, IT'S ALWAYS FRIDAY | 75/102,473 | 5/10/1996 | 2,120,962 | 12/16/1997 | REGISTERED |
| UNITED STATES | Miscellaneous Design (Globe & Bars Design) | 75/468,944 | 4/16/1998 | 2,253,463 | 6/15/1999 | REGISTERED |
| UNITED STATES | MY FRIDAY'S TAB | 85/557,531 | 3/1/2012 | 4,384,934 | 8/13/2013 | REGISTERED |
| UNITED STATES | RIGHT PORTION, RIGHT PRICE | 86/000,482 | 7/2/2013 | 4,480,825 | 2/11/2014 | REGISTERED |
| UNITED STATES | SHAKE RATTLE AND POUR | 75/269,466 | 4/4/1997 | 2,220,903 | 1/26/1999 | REGISTERED |
| UNITED STATES | SHAKE RATTLE AND POUR | 75/269,464 | 4/4/1997 | 2,220,902 | 1/26/1999 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 72/371,156 | 9/21/1970 | 925,656 | 12/14/1971 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 73/539,766 | 5/28/1985 | 1,371,648 | 11/19/1985 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 73/539,765 | 5/28/1985 | 1,380,366 | 1/28/1986 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 73/541,238 | 5/31/1985 | 1,381,314 | 2/4/1986 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 76/286,298 | 7/11/2001 | 2,532,181 | 1/22/2002 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 75/417,742 | 1/14/1998 | 2,294,717 | 11/23/1999 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 75/417,744 | 1/14/1998 | 2,476,076 | 8/7/2001 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 73/834,052 | 10/16/1989 | 1,638,468 | 3/19/1991 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S | 73/540,283 | 5/29/1985 | 1,417,077 | 11/18/1986 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design | 76/284,032 | 7/13/2001 | 2,545,010 | 3/5/2002 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design | 75/418,441 | 1/15/1998 | 2,300,670 | 12/14/1999 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design | 74/291,049 | 7/6/1992 | 1,760,170 | 3/23/1993 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design | 74/511,587 | 4/12/1994 | 1,902,042 | 6/27/1995 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design [new logo] | 78/421,820 | 5/19/2004 | 3,477,910 | 7/29/2008 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design | 78/799,050 | 1/25/2006 | 3,518,280 | 10/14/2008 | REGISTERED |

| Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---------------|--|------------|------------|-----------|------------|------------|
| | [new logo] | | | | | |
| UNITED STATES | T.G.I. FRIDAY'S and Design [new logo] | 78/799,059 | 1/25/2006 | 3,518,281 | 10/14/2008 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design [new logo] | 78/911,003 | 6/19/2006 | 3,229,827 | 4/17/2007 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design [new logo] | 78/331,642 | 11/21/2003 | 2,963,202 | 6/21/2005 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S and Design [new logo] | 75/418,630 | 1/15/1998 | 2,448,080 | 5/1/2001 | REGISTERED |
| UNITED STATES | T.G.I. FRIDAY'S Stylized | 74/315,550 | 9/21/1992 | 1,778,205 | 6/22/1993 | REGISTERED |
| UNITED STATES | T.G.I.F. | 74/294,193 | 7/14/1992 | 2,164,903 | 6/16/1998 | REGISTERED |
| UNITED STATES | TGI FRIDAYS and Design (6- Stripe) | 85/585,244 | 3/30/2012 | | | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,306 | 3/27/2013 | 4,544,761 | 6/3/2014 | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,326 | 3/27/2013 | 4,544,763 | 6/3/2014 | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,334 | 3/27/2013 | 4,548,896 | 6/10/2014 | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,342 | 3/27/2013 | 4,544,764 | 6/3/2014 | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,358 | 3/27/2013 | | | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,371 | 3/27/2013 | | | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,380 | 3/27/2013 | | | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,385 | 3/27/2013 | | | ALLOWED |
| UNITED STATES | TGI FRIDAYS and Design (Brick) | 85/888,394 | 3/27/2013 | | | ALLOWED |
| UNITED STATES | TGIF | 77/393,845 | 2/11/2008 | 3,680,711 | 9/8/2009 | REGISTERED |
| UNITED STATES | THANK GOD IT'S FRIDAY'S | 77/782,764 | 7/16/2009 | 3,887,359 | 12/7/2010 | REGISTERED |

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RECORDED: 04/23/2015

TRADEMARK
REEL: 005503 FRAME: 0228