

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Administrative Agent		06/24/2015	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Fogo de Chao (Holdings) Inc.
Street Address:	14881 Quorum Drive
Internal Address:	Suite 750
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2968381	FOGO
Registration Number:	2204339	FOGO DE CHAO
Registration Number:	2170468	FOGO DE CHAO
Registration Number:	2204333	FOGO DE CHAO
Registration Number:	2170469	FOGO DE CHAO
Registration Number:	2563002	
Registration Number:	2905466	
Registration Number:	2534254	THE GAUCHO WAY OF PREPARING MEAT

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

CH \$215.00 2968381

ATTORNEY DOCKET NUMBER:	682009-2
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/24/2015
Total Attachments: 4 source=6-24-15 Wilmington Trust-TM#page1.tif source=6-24-15 Wilmington Trust-TM#page2.tif source=6-24-15 Wilmington Trust-TM#page3.tif source=6-24-15 Wilmington Trust-TM#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of June 24, 2015, is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, with principal offices at 50 South Sixth Street, Minneapolis, MN 55402, as Administrative Agent (the “Agent”) for the benefit of the Secured Parties (as defined in the Credit Agreement described below), in favor of Fogo de Chão (Holdings) Inc., a Delaware corporation (the “Grantor”).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, Guaranty and Security Agreement or the Trademark Security Agreement, as applicable (each as defined below).

WITNESSETH

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 20, 2012 (the “Credit Agreement”) by and among Brasa (Holdings) Inc., as borrower (“Borrower”), Brasa (Purchaser) Inc., as holdings (“Holdings”), the lenders from time to time party thereto and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); the Second Lien Guaranty and Security Agreement, dated as of July 20, 2012, by and among Holdings, Borrower, each Guarantor signatory thereto (together with any other Subsidiary that executes a Guaranty and Security Agreement Supplement pursuant to Section 16 thereof) and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”); and the Second Lien Grant of Security Interest in Trademarks, dated as of July 20, 2012, among the Grantor and the Agent (the “Trademark Security Agreement”), the Grantor granted to the Agent a security interest (the “Security Interest”) in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 13, 2012, at Reel/Frame No. 4841/00365;

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guaranty and Security Agreement, the receipt and adequacy of which are hereby acknowledged:

1. Definitions. The term “Trademark Collateral” as used herein shall mean all of the Grantor’s right, title and interest in and to the Trademarks (as defined in the Guaranty and Security Agreement and including the trademarks, trademark registrations, trademark applications and trademark licenses set forth on Schedule A hereto) and all reissues, extensions or renewals thereof, and the goodwill of the businesses with which the Trademark Collateral are associated, together with all Proceeds of the Trademarks, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademark or unfair competition regarding the same.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges fully its Security Interest in all right, title and interest of the Grantor in, to and under all of the Trademark Collateral. The Agent hereby assigns, transfers and conveys any right, title and interest that the Agent may have in, to and under the Trademark Collateral to the Grantor.

3. Governing Law. This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: *Cora Holland-Koller*

Name: Cora Holland-Koller

Title: Banking Officer

**SCHEDULE A
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

U.S. Registered Trademarks and Applications for the Registration of Trademarks

	Title	App./Reg. No.
1.	FOGO	2968381
2.	FOGO DE CHAO & Design	2204339
3.	FOGO DE CHAO & Design	2170468
4.	FOGO DE CHAO (Stylized)	2204333
5.	FOGO DE CHAO (Stylized)	2170469
6.	Miscellaneous Design – Building Facade	2563002
7.	Miscellaneous Design – Skewers and Campfire	2905466
8.	THE GAUCHO WAY OF PREPARING MEAT	2534254