

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		06/14/2015	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Blake's Lotaburger, LLC		
Street Address:	3205 N. Richmond Drive, NE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87107		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1261063	BLAKES	
Registration Number:	1266028	LOTABURGER	
Registration Number:	1302871	LOTABURGER	
Registration Number:	1262068	BLAKES	
Registration Number:	1286190		
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	040324.000102		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	07/15/2015		

OP \$140.00 1261063

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 14, 2015 ("Release"), is made by Wells Fargo Bank, National Association ("Secured Party"), in favor of Blake's Lotaburger, LLC, a Delaware limited liability company ("Debtor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 27, 2003 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Debtor, Secured Party, and other Persons party thereto and the Intellectual Property Security Agreement dated as of June 27, 2003 ("Intellectual Property Security Agreement") by and among the Debtor and Secured Party, Debtor granted to the Secured Party a security interest in all of Debtor's right, title and interest in, to and under its intellectual property collateral (including without limitation those trademarks listed on Schedule A attached hereto), and including without limitation all proceeds thereof, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world ("IP Collateral"); and

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 28, 2006 at Reel 3340 Frame 0361.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Intellectual Property Security Agreement.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Intellectual Property Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Debtor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Wells Fargo Bank, National Association

By: 

Name: Darcy McLaren

Title: Director

Schedule A

Registered Marks

Mark	Reg. No.	Reg. Date
BLAKES (Stylized)	1261063	12/13/83
LOTABURGER	1266028	01/31/84
LOTABURGER	1302871	10/30/84
BLAKES (Stylized)	1262068	12/20/83
Design only	1286190	07/17/84