

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		07/31/2015	Banking Institution: UNITED STATES
RECEIVING PARTY DATA			
Name:	NEW ENGLAND INSTITUTE OF TECHNOLOGY AT PALM BEACH, INC.		
Street Address:	200 EXECUTIVE DRIVE, SUITE 340		
City:	WEST ORANGE		
State/Country:	NEW JERSEY		
Postal Code:	07052		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2827328	FLORIDA CULINARY INSTITUTE	
Registration Number:	2471433	FLORIDA CULINARY INSTITUTE	
Registration Number:	1474551	SUCCESS NEVER TASTED SO GOOD	
CORRESPONDENCE DATA			
Fax Number:	6785532693		
<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:	678-553-2692		
Email:	haysj@gtlaw.com		
Correspondent Name:	Jennifer Hays		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	147121.010800		
NAME OF SUBMITTER:	Jennifer Hays		
SIGNATURE:	/jennifer hays/		
DATE SIGNED:	08/10/2015		
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 July 31, 2015 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of New England Institute of Technology at Palm Beach, Inc., a Florida corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of April 5, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of April 5, 2012 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on April 10, 2012 at Reel 4753 Frame 0461.

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, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, 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 all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and


(b) authorizes the recordation of this Release with the USPTO at Grantor'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 Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: 
Name: Linda Lov
Title: AVP

Schedule A

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
FLORIDA CULINARY INSTITUTE	2827328	03/30/04
FLORIDA CULINARY INSTITUTE and Design	2471433	07/24/01
SUCCESS NEVER TASTED SO GOOD	1474551	01/26/88