

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361176

|   |  |                            |  |
|---|--|----------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                       |                            |  |
| <b>NATURE OF CONVEYANCE:</b>  | Release of Security Interest in Trademark Collateral |                            |  |
| <b>CONVEYING PARTY DATA</b>   |  |                            |  |
| <b>Name</b>   | <b>Formerly</b>                                      | <b>Execution Date</b>      | <b>Entity Type</b>                     |
| ABC Funding, LLC, as<br>Administrative Agent  |  | 11/03/2015                 | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                            |  |
| <b>Name:</b>  | The Round Table Franchise Corporation                |                            |  |
| <b>Street Address:</b>  | 1390 Willow Pass Road #300                           |                            |  |
| <b>City:</b>  | Concord  |                            |  |
| <b>State/Country:</b>   | CALIFORNIA   |                            |  |
| <b>Postal Code:</b>   | 94520  |                            |  |
| <b>Entity Type:</b>   | CORPORATION: CALIFORNIA                              |                            |  |
| <b>PROPERTY NUMBERS Total: 10</b>   |  |                            |  |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>           |  |
| <b>Registration Number:</b>   | 1258761  | GUINEVERE'S GARDEN DELIGHT |  |
| <b>Registration Number:</b>   | 1074693  | KING ARTHUR'S SUPREME      |  |
| <b>Registration Number:</b>   | 1259573  | MONTAGUE'S ALL MEAT MARVEL |  |
| <b>Registration Number:</b>   | 3466411  | PIZZA KNIGHT               |  |
| <b>Registration Number:</b>   | 3755911  | PIZZA WHISPERER            |  |
| <b>Registration Number:</b>   | 0974138  | ROUND TABLE                |  |
| <b>Registration Number:</b>   | 2490356  | ROUND TABLE PIZZA          |  |
| <b>Registration Number:</b>   | 2490346  | ROUND TABLE PIZZA & DESIGN |  |
| <b>Registration Number:</b>   | 2137006  | THE LAST HONEST PIZZA      |  |
| <b>Registration Number:</b>   | 1273769  | THE RT PIZZA SANDWICH      |  |
| <b>CORRESPONDENCE DATA</b>  |  |                            |  |
| <b>Fax Number:</b>  | 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> |  |                            |  |
| <b>Phone:</b>   | 919 286-8000   |                            |  |
| <b>Email:</b>   | PTO_TMconfirmation@mvalaw.com                        |                            |  |
| <b>Correspondent Name:</b>  | MOORE & VAN ALLEN PLLC                               |                            |  |
| <b>Address Line 1:</b>  | 3015 CARRINGTON MILL BOULEVARD                       |                            |  |
| <b>Address Line 2:</b>  | SUITE 400  |                            |  |

OP \$265.00 1258761

|   |                                   |
|---|-----------------------------------|
| <b>Address Line 4:</b>  | MORRISVILLE, NORTH CAROLINA 27560 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 029925-184                        |
| <b>NAME OF SUBMITTER:</b>   | John E. Slaughter                 |
| <b>SIGNATURE:</b>   | /John E. Slaughter/               |
| <b>DATE SIGNED:</b>   | 11/04/2015                        |
| <b>Total Attachments: 4</b><br>source=Termination TMs#page1.tif<br>source=Termination TMs#page2.tif<br>source=Termination TMs#page3.tif<br>source=Termination TMs#page4.tif |                                   |

## Release of Security Interest in Trademark Collateral

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”) is made as of November 3, 2015 (“Effective Date”), by ABC Funding, LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties and for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Term Loan Agreement, dated as of November 2, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) and the Guaranty and Security Agreement, dated as of November 2, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty Agreement”) in favor of The Round Table Franchise Corporation, a California corporation (“Debtor”).

WHEREAS, pursuant to the Credit Agreement, the Lenders agreed to make, and did make, extensions of credit to the Borrower upon the terms and subject to the condition set forth therein;

WHEREAS, as a condition precedent to the Lenders’ extension of such credit, Debtor executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of November 2, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by and among Debtor and Administrative Agent;

WHEREAS, pursuant to the Guaranty Agreement and the Trademark Security Agreement, Debtor granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of Debtor’s right, title, and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2012 at Reel 4893, Frame 325;

WHEREAS, the secured obligations have been paid and performed in full, and the Administrative Agent now desires to release its Lien on and security interest in the Trademark Collateral, including, without limitation, the trademark registrations listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby covenants and agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement and Credit Agreement, as applicable.

Section 2. Release of Security Interest in Trademark Collateral. The Administrative Agent hereby terminates, releases, and discharges in its entirety, for the benefit of Debtor and its successors and assigns to the Trademark Collateral, the Administrative Agent’s Lien on and security interest in all right, title, and interest in, to and under the Trademark Collateral granted pursuant to the Guaranty Agreement and the Trademark Security Agreement.

Section 3. Recordation. Debtor hereby authorizes and requests that the Commissioner for Trademarks record this Release.

Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at Debtor’s expense, as may be reasonably necessary to effect the release of the Lien on and security interest in the Trademark Collateral contemplated hereby.

Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Release by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Release.

Section 4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

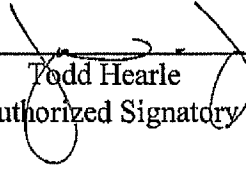
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

Very truly yours,

**ABC Funding, LLC**, as the Administrative Agent

By: Summit Partners Credit Advisors, L.P.  
Its: Manager

By:   
Name: Todd Hearle  
Its: Authorized Signatory

SCHEDULE 1  
TO  
RELEASE

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>TRADEMARK</u>                | <u>APPLICATION NO.<br/>OR REGISTRATION<br/>NO.</u> | <u>FILING DATE OR<br/>EFFECTIVE DATE<br/>OF REGISTRATION</u> | <u>STATUS</u> |
|---------------------------------|--|--|---------------|
| GUINEVERE'S<br>GARDEN DELIGHT   | 1,258,761  | November 22, 1983  | REGISTERED    |
| KING ARTHUR'S<br>SUPREME        | 1,074,693  | October 4, 1977  | REGISTERED    |
| MONTAGUE'S ALL<br>MEAT MARVEL   | 1,259,573  | November 29, 1983  | REGISTERED    |
| PIZZA KNIGHT                    | 3,466,411  | July 15, 2008  | REGISTERED    |
| PIZZA WHISPERER                 | 3,755,911  | March 2, 2010  | REGISTERED    |
| ROUND TABLE                     | 974,138  | November 27, 1973  | REGISTERED    |
| ROUND TABLE<br>PIZZA and Design | 2,490,356  | September 18, 2001   | REGISTERED    |
| ROUND TABLE<br>PIZZA and Design | 2,490,346  | September 18, 2001   | REGISTERED    |
| THE LAST HONEST<br>PIZZA        | 2,137,006  | February 17, 1998  | REGISTERED    |
| THE RT PIZZA<br>SANDWICH        | 1,273,769  | April 10, 1984   | REGISTERED    |

[Signature Page to Release]