TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371572

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks
RESUBMIT DOCUMENT ID:	900347756

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as successor administrative agent to General Electric Capital Corporation, as administrative agent		12/15/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Anthony's Pizza Holding Company, LLC
Street Address:	200 West Cypress Creek Road, Suite 220
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4298149	A
Registration Number:	4298145	A
Registration Number:	3995391	COAL FIRED & COCKTAILS
Registration Number:	3611855	WARNING OUR PIZZA IS "WELL DONE"
Registration Number:	3491870	PIZZA WELL DONE
Registration Number:	3079073	OUR PIZZA IS "WELL DONE"

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 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:	029925.195
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	02/02/2016

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 15, 2015 ("Release"), is made by Antares Capital LP, as successor administrative agent to General Electric Capital Corporation, as administrative agent ("Administrative Agent"), in favor of Anthony's Pizza Holding Company, LLC, a Florida limited liability company ("Grantor").

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of December 30, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, the Trademark Security Agreement dated as of December 30, 2011 ("2011 Trademark Security Agreement") by and among the Grantor and Administrative Agent, and the Trademark Security Agreement dated as of September 17, 2013 ("2013 Trademark Security Agreement", together with the 2011 Trademark Security Agreement, the "Trademark Security Agreements") by and among the Grantor and Administrative Agent, Grantor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the 2011 Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 30, 2011 at Reel 4689 Frame 0638;

WHEREAS, the 2013 Trademark Security Agreement was recorded at the USPTO on September 18, 2013 at Reel 5113 Frame 0898;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement and the Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 ("IP Security Agreement Assignment"), each by and among General Electric Capital Corporation, as resigning administrative agent ("Resigning Agent"), and Antares Capital LP, as successor administrative agent ("Successor Agent"), Resigning Agent assigned to Successor Agent all of its rights, title and interest in and to the Security Agreement and Trademark Security Agreements; and

WHEREAS, the IP Security Agreement Assignment was recorded at the USPTO on September 4, 2015 at Reel 5617 Frame 0435.

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. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement, Trademark Security Agreements, or IP Security Agreement Assignment, as applicable.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreements and IP Security Agreement Assignment;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Administrative Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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:

Antares Capital LP

By:_____
Name: Sobia Khaliq
Title: Duly Authorized Signatory

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by Anthony's Pizza Holding Company, LLC
In Favor of General Electric Capital Corporation, as Administrative Agent
Recorded September 18, 2013 at Reel 5113 Frame 0898
Security Interest Assigned In Favor of Antares Capital LP
Recorded September 4, 2015 at Reel 5617 Frame 0435

Registered Marks

Mark	Reg. No.	Reg. Date
A and Design	4298149	03/05/13
A and Design	4298145	03/05/13

U.S. Trademarks Subject to Security Interest
Granted by Anthony's Pizza Holding Company, LLC
In Favor of General Electric Capital Corporation, as Agent
Recorded December 30, 2011 at Reel 4689 Frame 0638
Security Interest Assigned In Favor of Antares Capital LP
Recorded September 4, 2015 at Reel 5617 Frame 0435

Registered Marks

Mark	Reg. No.	Reg. Date
COAL FIRED & COCKTAILS	3995391	07/12/11
WARNING OUR PIZZA IS "WELL DONE"	3611855	04/28/09
PIZZA WELL DONE	3491870	08/26/08
OUR PIZZA IS "WELL DONE"	3079073	04/11/06