

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM381405

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|---|---------------------------------------|--|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP, as Administrative Agent | | 04/20/2016 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Primanti Bros. Restaurant Corporation | | |
| Street Address: | 2100 Wharton Street, Suite 720 | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15203 | | |
| Entity Type: | Corporation: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4159852 | ALMOST FAMOUS | |
| Registration Number: | 4159845 | | |
| Registration Number: | 4227987 | HOME OF THE ORIGINAL PITTSBURGH SANDWICH | |
| Registration Number: | 4159844 | PITTS-BURGER | |
| Registration Number: | 2593868 | PRIMANTI | |
| Registration Number: | 2569734 | PRIMANTI BROTHERS PIZZA | |
| Registration Number: | 2013923 | PRIMANTI BROTHERS RESTAURANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312.577.8034 | | |
| Email: | oscar.ruiz@kattenlaw.com | | |
| Correspondent Name: | Oscar Ruiz c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 384593-13 | | |
| NAME OF SUBMITTER: | Oscar Ruiz | | |
| SIGNATURE: | /Oscar Ruiz/ | | |

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|---|------------|
| DATE SIGNED: | 04/21/2016 |
| Total Attachments: 3 source=Primanti - Trademark Release (2012)#page1.tif source=Primanti - Trademark Release (2012)#page2.tif source=Primanti - Trademark Release (2012)#page3.tif | |

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 20, 2016, by ANTARES CAPITAL LP acting in its capacity as successor to General Electric Capital Corporation ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

W I T N E S S E T H:

WHEREAS, Primanti Bros. Restaurant Corporation, a Pennsylvania corporation ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of December 28, 2012 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 28, 2012, at Reel 4930, Frame 0481;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, releases and discharges its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.


2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

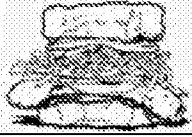
IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: 
Name: Dennis Collins
Title: Duly Authorized Signatory

SCHEDULE 1

REGISTERED TRADEMARKS

| Trademark | Status | Reg. No./Date | Registered Owner |
|---|---------------------------------------|------------------------|---|
| Almost Famous | Registered | 4159852 19-Jun-2012 | Primanti Brothers Restaurant Corporation |
| Design Only:  | Registered | 4159845 19-Jun-2012 | Primanti Brothers Restaurant Corporation |
| Home of the Original Pittsburgh Sandwich | Registered - Supplemental Register | 4227987 16-Oct-2012 | Primanti Brothers Restaurant Corporation |
| Pitts-Burger | Registered | 4159844 19-Jun-2012 | Primanti Brothers Restaurant Corporation |
| Primanti | Renewed (Registered) Section 2(F) | 2593868 16-Jul-2002 | Primanti Brothers Restaurant Corporation |
| Primanti Brothers Pizza & Design | Renewed (Registered) | 2569734 14-May-2002 | Primanti Brothers Restaurant Corporation |
| Primanti Brothers Restaurant & Design | Renewed (Registered) | 2013923 05-Nov-1996 | Primanti Brothers Restaurant Corporation |

TRADEMARK APPLICATIONS

None.

EXCLUSIVE IP LICENSES

None.