

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Levine Leichtman Capital Partners III, L.P.		06/21/2016	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FSC Franchise Co., LLC		
Street Address:	5510 W. LaSalle Street, Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3316038	BEEF 'O'BRADY'S	
Registration Number:	2323415	BEEF'S	
Registration Number:	2318368	O'BRADY'S	
Registration Number:	1897862	BEEF 'O'BRADY'S	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgriswold@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	06/22/2016		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") dated as of June 21, 2016, from Levine Leichtman Capital Partners III, L.P., a California limited partnership, as Secured Party (in its capacity as collateral agent as defined in the Trademark Security Agreement) ("Secured Party"), in favor of FSC Franchise Co., LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of July 20, 2007, by and among Secured Party, the Purchasers (as defined therein), Family Sports Concepts Inc. and Grantor (the "Securities Purchase Agreement"), the Grantor and its successors were required to execute that certain Trademark Security Agreement, dated July 20, 2007, by and among Secured Party, as agent for the Purchasers (as defined therein), Family Sports Concepts Inc. and Grantor (the "Trademark Security Agreement");

WHEREAS, in connection with the Trademark Security Agreement, the Secured Party was granted a security interest in all of Grantor's and its successor's right, title and interest in, to and under all Trademark Collateral (as defined in the Trademark Security Agreement) from the Grantor;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on July 26, 2007 at Reel 3590 and Frame 0959; and

WHEREAS, the Secured Party now wishes to release its liens on, and security interests in, the Trademark Collateral, including, without limitation, the trademarks as set forth on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, and assigns and relinquishes any and all right, title and interest that it may have in or to the Trademarks to the Grantors.

2. Recordation. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.

3. Further Assurances. The Secured Party shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens and security interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

Levine Leichtman Capital Partners III, L.P.

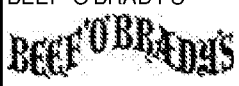
By: 

Name: David Wolmer

Title: Vice President

Schedule A

Trademarks

Mark	Source/Status	App. Date/No. Reg. Date/No.	Grantor
BEEF 'O'BRADY'S 	USPTO Registered	App 03-JAN-2007 App 77074841 Reg 23-OCT-2007 Reg 3316038	FSC FRANCHISE CO., LLC
BEEF'S	USPTO Renewed (Registered)	App 15-SEP-1998 App 75553232 Reg 29-FEB-2000 Reg 2323415	FSC FRANCHISE CO., LLC
O'BRADY'S	USPTO Renewed (Registered) Section 2(F)	App 15-SEP-1998 App 75553613 Reg 15-FEB-2000 Reg 2318368	FSC FRANCHISE CO., LLC
BEEF 'O'BRADY'S	USPTO Renewed (Registered)	App 18-MAR-1994 App 74503923 Reg 06-JUN-1995 Reg 1897862	FSC FRANCHISE CO., LLC