

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389900

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|---|--|-------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, National Association, as Administrative Agent | | 06/30/2016 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Wingstop Restaurants Inc. | | |
| Street Address: | 5501 LBJ Freeway | | |
| Internal Address: | 5th Floor | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75240 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4869642 | WING-STOP | |
| Registration Number: | 4884182 | KEEP AUSTIN WINGED | |
| Registration Number: | 4842661 | WING-STOP - THE WING EXPERTS | |
| Registration Number: | 4720379 | WING-STOP THE WING EXPERTS | |
| Registration Number: | 4712431 | GET AT IT | |
| Registration Number: | 4209249 | WING · STOP · S · P · O · R · T · S | |
| Registration Number: | 3142159 | CATER-WING | |
| Registration Number: | 3185734 | THE BONELESS WING EXPERTS | |
| Registration Number: | 3087485 | THE WING EXPERTS | |
| Registration Number: | 3054484 | WINGSTOP | |
| Registration Number: | 3917869 | WINGTASTIC | |
| Registration Number: | 2422672 | WING-STOP THE WING EXPERTS | |
| Registration Number: | 2121699 | WING-STOP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| TRADEMARK | | | |

OP \$340.00 4869642

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

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|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 040324.000176 |
|--------------------------------|---------------|

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|---------------------------|-------------------|
| NAME OF SUBMITTER: | John E. Slaughter |
|---------------------------|-------------------|

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|-------------------|---------------------|
| SIGNATURE: | /John E. Slaughter/ |
|-------------------|---------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 06/30/2016 |
|---------------------|------------|

Total Attachments: 3

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source=2016 Termination and Release-TM from Wells Fargo, NA to Wingstop Restaurants Inc#page2.tif
source=2016 Termination and Release-TM from Wells Fargo, NA to Wingstop Restaurants Inc#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2016 (“Release”), is made by Wells Fargo Bank, National Association, as Administrative Agent (“Administrative Agent”) in favor of Wingstop Restaurants, Inc., a Texas corporation (“Grantor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of December 15, 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, Grantor 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 Grantor in, to, and under all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on March 31, 2015 at Reel 5488 Frame 0309, the Notice of Grant of Security Interest in Trademarks recorded at the USPTO on December 12, 2013 at Reel 5172 Frame 0520, and the Notice of Grant of Security Interest in Trademarks recorded at the USPTO on December 19, 2011 at Reel 4682 Frame 0168 (each a “Notice”, and collectively, the “Notices”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Notices.

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, and the right to set off against, Grantor’s right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notices; 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.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of June 30, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Grantor, Wells Fargo Bank, National Association, in its capacity as administrative agent thereto, and others party thereto.

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:

Wells Fargo Bank, National Association,
as Administrative Agent

By: 
Name: Sally Hoffman
Title: Managing Director

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Wingstop Restaurants Inc.
In Favor of Wells Fargo Bank, National Association, as Administrative Agent
Recorded March 31, 2015 at Reel 5488 Frame 0309**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|---------------------------------------|----------|-----------|
| WING-STOP | 4869642 | 12/15/15 |
| KEEP AUSTIN WINGED | 4884182 | 01/12/16 |
| WING-STOP THE WING EXPERTS and Design | 4842661 | 10/27/15 |
| WING-STOP THE WING EXPERTS and Design | 4720379 | 04/14/15 |
| GET AT IT | 4712431 | 03/31/15 |

**U.S. Trademarks Subject to Security Interest
Granted by Wingstop Restaurants Inc.
In Favor of Wells Fargo Bank, National Association, as Administrative Agent
Recorded December 12, 2013 at Reel 5172 Frame 0520**

Trademark Registration

| Mark | Reg. No. | Reg. Date |
|--|----------|-----------|
| WING . STOP . S . P . O . R . T . S . and Design | 4209249 | 09/18/12 |

**U.S. Trademarks Subject to Security Interest
Granted by Wingstop Restaurants Inc.
In Favor of Wells Fargo Bank, National Association, as Administrative Agent
Recorded December 19, 2011 at Reel 4682 Frame 0168**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|---------------------------------------|----------|-----------|
| CATER-WING | 3142159 | 09/12/06 |
| THE BONELESS WING EXPERTS | 3185734 | 12/19/06 |
| THE WING EXPERTS | 3087485 | 05/02/06 |
| WINGSTOP | 3054484 | 01/31/06 |
| WINGTASTIC | 3917869 | 02/08/11 |
| WING-STOP THE WING EXPERTS and Design | 2422672 | 01/23/01 |
| WING-STOP | 2121699 | 12/16/97 |