

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Levine Leichtman Capital Partners III, L.P.		09/01/2016	Limited Partnership: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wetzel's Pretzels, LLC		
<b>Street Address:</b>	35 Hugus Alley, Ste. 300		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2627228	WETZEL'S PRETZELS	
<b>Registration Number:</b>	2468795	CIN-A-YUM	
<b>Registration Number:</b>	1970656	WETZEL'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	279826-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	09/06/2016		
<b>Total Attachments: 3</b>			
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**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE is made as of September 1, 2016, by LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., Secured Party (the "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).

W I T N E S S E T H:

WHEREAS, Wetzel's Pretzels, LLC, a California limited liability company (the "***Company***") (as successor to WP Acquisition, LLC, a California corporation), Pretzel Parent Holding Corporation, a Delaware corporation and Pretzel Holding Corporation, a Delaware corporation (each a "Grantor" and together, the "Grantors") and the Secured Party are parties to that certain Trademark Security Agreement dated as of January 4, 2007 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by each 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 January 4, 2007, at Reel 3455, Frame 0229;

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 releases 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 rights in and to Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(ii) all reissues, continuations, extensions, modifications and renewals of the foregoing;

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

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

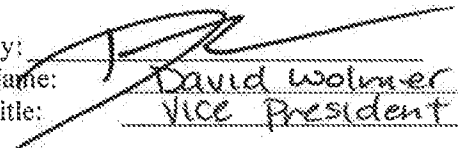
2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

*[Signature Page Follows]*

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

LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.,  
a California limited partnership

By: LEVINE LEICHTMAN CAPITAL PARTNERS, INC.,

By:   
Name: David Wolmer  
Title: Vice President

**SCHEDULE 1**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Wetzel's Pretzels, LLC	U.S.A.	WETZEL'S PRETZELS	App. No. 76/029,282 Reg. No. 2,627,228	App. Date: 04/18/2000 Reg. Date: 10/01/2002
Wetzel's Pretzels, LLC	U.S.A.	CIN-A-YUM	App. No. 75/629,310 Reg. No. 2,468,795	App. Date: 01/27/1999 Reg. Date: 07/17/2001
Wetzel's Pretzels, LLC	U.S.A.	WETZEL'S	App. No. 74/580,460 Reg. No. 1,970,656	App. Date: 09/30/1994 Reg. Date: 04/23/1996