# CH \$40.00 29806

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM400914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS Recorded At Reel 5045 Frame 0882

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		10/04/2016	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MASTRO'S RESTAURANTS, LLC		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Limited Liability Company: NEVADA		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2980622	MASTRO'S STEAKHOUSE M

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123548113

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:** 212-819-8437

Email: iprecordations@whitecase.com
Correspondent Name: Andrew Fessak/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155735-0025
NAME OF SUBMITTER:	Andrew Fessak
SIGNATURE:	/Andrew Fessak/
DATE SIGNED:	10/04/2016

#### **Total Attachments: 3**

source=Mastro's Restaurants, LLC - TM Release of 5045\_0882 (EXECUTED)#page1.tif source=Mastro's Restaurants, LLC - TM Release of 5045\_0882 (EXECUTED)#page2.tif source=Mastro's Restaurants, LLC - TM Release of 5045\_0882 (EXECUTED)#page3.tif

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks ("<u>Trademark Release</u>") is made as of October 4, 2016, by JEFFERIES FINANCE LLC, a Delaware limited liability company (the "<u>Agent</u>") in favor of MASTRO'S RESTAURANTS, LLC., a Nevada limited liability company with offices at 1510 West Loop South, Houston, Texas 77027 (the "<u>Grantor</u>").

#### WITNESSETH:

WHEREAS, Grantor entered into a certain trademark security agreement dated May 24, 2013 (the "<u>Trademark Security Agreement</u>") with the Agent, notice of which was recorded on June 12, 2013 at the United States Patent and Trademark Office at Reel 5045, Frame 0882.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Grantor granted the Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the "Security Interest") in favor of the Agent, in and to the following (collectively, the "Trademark Collateral"): (a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral) to which it is a party including those referred to on Schedule I; (b) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral); and (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the intellectual property of the Grantor, including the Trademark Collateral, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest.

[Remainder of this page intentionally left blank; signature page follows]

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

JEFFERIES FINANCE LLC,

as Agent

By:

Name: Title: E.J. Hess

**Managing Director** 

[SIGNATURE PAGE TO TRADEMARK RELEASE – MASTRO'S RESTAURANTS, LLC]

## Schedule I

### **TRADEMARKS**

Grantor	Country	Mark	Reg. No.	Reg. Date
Mastro's	U.S.	MASTRO'S	2980622	8/2/2005
Restaurants, LLC		STEAKHOUSE		
		M and Design		
Mastro's	U.S. (Arizona)	MASTRO'S	294578	5/20/2003
Restaurants, LLC		STEAKHOUSE		
		OCEAN CLUB		
		FISH HOUSE		
Mastro's	U.S. (Arizona)	MASTRO'S	196247	7/27/1998
Restaurants, LLC		STEAKHOUSE		

**RECORDED: 10/04/2016**