

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS Recorded At Reel 4763 Frame 0769		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		10/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RAINFOREST CAFE, INC.		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2978844	WILD BUNCH	
Registration Number:	2710094	A WILD PLACE TO EAT	
Registration Number:	2643642	WILD BUNCH	
Registration Number:	2532499	RAINFOREST CAFE WILD BUNCH CLUB	
Registration Number:	2521186	RAINFOREST CAFE	
Registration Number:	2540906	RAINFOREST CAFE SAFARI CLUB	
Registration Number:	2532435	RAINFOREST CAFE	
Registration Number:	2480320	RAINFOREST CAFE	
Registration Number:	2480321	RAINFOREST CAFE	
Registration Number:	2764487	WILD BUNCH	
Registration Number:	2457656	WILD BUNCH	
Registration Number:	2299344	RAINFOREST CAFE	
Registration Number:	2319752	RAINFOREST CAFE	
Registration Number:	2256706	RAINFOREST CAFE	
Registration Number:	2705506		
Registration Number:	2691699		
Registration Number:	2696815		
Registration Number:	2696814		

CH \$640.00 2978844

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2694170	
Registration Number:	2698874	
Registration Number:	2253955	RAINFOREST CAFE A WILD PLACE TO SHOP AND
Registration Number:	2062474	RAINFOREST CAFE A WILD PLACE TO SHOP AND
Registration Number:	1951891	A WILD PLACE TO SHOP AND EAT
Registration Number:	2056533	AMAZON
Registration Number:	1125440	RAINFOREST

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

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Trademark Release”) is made as of October 4, 2016, by JEFFERIES FINANCE LLC, a Delaware limited liability company (the “Agent”) in favor of RAINFOREST CAFE, INC., a Minnesota corporation with offices at 1510 West Loop South, Houston, Texas 77027 (the “Grantor”).

W I T N E S S E T H:

WHEREAS, Grantor entered into a certain trademark security agreement dated April 24, 2012 (the “Trademark Security Agreement”) with the Agent, notice of which was recorded on April 24, 2012 at the United States Patent and Trademark Office at Reel 4763, Frame 0769.

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: _____ *EJ Hess*

Name: E.J. Hess
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK RELEASE – RAINFOREST CAFE, INC.]

TRADEMARK
REEL: 005895 FRAME: 0898

Schedule I

TRADEMARKS

Serial Number	Registration Number	Mark	Registration Date
78252661	2978844	WILD BUNCH	26-Jul-05
76371574	2710094	A WILD PLACE TO EAT	22-Apr-03
75982249	2643642	WILD BUNCH	29-Oct-02
75592606	2532499	RAINFOREST CAFÉ WILD BUNCH CLUB	22-Jan-02
75981279	2521186	RAINFOREST CAFÉ	18-Dec-01
75592607	2540906	RAINFOREST CAFÉ SAFARI CLUB	19-Feb-02
75520867	2532435	RAINFOREST CAFÉ	22-Jan-02
75507908	2480320	RAINFOREST CAFÉ	21-Aug-01
75507951	2480321	RAINFOREST CAFÉ	21-Aug-01
75453080	2764487	WILD BUNCH	16-Sep-03
75423587	2457656	WILD BUNCH	5-Jun-01
75407890	2299344	RAINFOREST CAFÉ	14-Dec-99
75407883	2319752	RAINFOREST CAFÉ	15-Feb-00
75407787	2256706	RAINFOREST CAFÉ	29-Jun-99
75390970	2705506	Design Only	8-Apr-03
75270639	2691699	Design Only	25-Feb-03
75267720	2696815	Design Only	11-Mar-03
75267719	2696814	Design Only	11-Mar-03
75258460	2694170	Design Only	4-Mar-03
75195389	2698874	Design Only	18-Mar-03
75124845	2253955	RAINFOREST CAFÉ A WILD PLACE TO SHOP AND EAT	15-Jun-99
74579444	2062474	RAINFOREST CAFÉ A WILD PLACE TO SHOP AND EAT AN ENVIRONMENTALLY CONSCIOUS FAMILY ADVENTURE	20-May-97
74512672	1951891	A WILD PLACE TO SHOP AND EAT	23-Jan-96
74453917	2056533	AMAZON	29-Apr-97
73147469	1125440	RAINFOREST	25-Sep-79