

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401472

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, AG, as Collateral Agent		10/05/2016	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Moe's Franchisor LLC
Street Address:	5620 Glenridge Drive N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3341662	A MOE'S BURRITO IN EVERY HAND
Registration Number:	3943806	FEED THE MOEMENT
Registration Number:	3375897	MOE KNOWS BURRITOS
Registration Number:	3989089	MOE'S SOUTHWEST GRILL
Registration Number:	3037577	MOE'S KNOWS BURRITOS
Registration Number:	2650129	MOE'S SOUTHWEST GRILL
Registration Number:	2699371	MOES SOUTHWEST GRILL
Registration Number:	3762299	MOE'S SOUTHWEST GRILL
Serial Number:	85116139	TACO STACK
Registration Number:	3335685	WELCOME TO MOES
Registration Number:	3435299	WELCOME TO MOE'S

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F165864 1st Release

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 10/10/2016

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of October 5, 2016, is made in favor of Moe’s Franchisor LLC, a Georgia limited liability company (the “**Grantor**”), by Credit Suisse AG, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement defined below (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties. Capitalized terms used and not defined herein shall have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor is a party to the First Lien Guarantee and Collateral Agreement, dated as of February 21, 2012 (the “**Guarantee and Collateral Agreement**”), in favor of the Collateral Agent pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of February 21, 2012 (the “**Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4727 / Frame 0824 on March 1, 2012, pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; hereinafter, the “**Trademark Collateral**”), including all of the Grantor’s right, title and interest in, to and under each trademark of the Grantor, and each trademark license to which the Grantor is a party, as listed on Schedule I hereto (the “**Specified Trademarks**”);

WHEREAS, the Grantor has requested that the Collateral Agent deliver this Release; and

WHEREAS, the Collateral Agent has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent in its capacity as Collateral Agent and on behalf of the Secured Parties, hereby terminates and releases its security interest in and to, but solely under the Trademark Security Agreement, all of the Grantor’s right, title and interest in, to and under all of the following Collateral:

- a. the Trademark Collateral, including the Specified Trademarks;
- b. all of the goodwill of the business connected with the use of, or symbolized by such Trademark Collateral and Specified Trademarks; and
- c. all proceeds of and revenues from the foregoing, including without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of such

Trademark Collateral, including the Specified Trademarks, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to the Collateral Agent in, to or under any Collateral (including, for the avoidance of doubt, any Trademarks) under the Guarantee and Collateral Agreement, other than, to the extent granted therein, any security interest in the Specified Trademarks.


This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles that would require the application of laws of another jurisdiction.

This Release may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more of its counterparts.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Credit Suisse AG, Cayman Islands Branch

By: 

Name: Robert Hetu

Title: Authorized Signatory

By: 

Name: Nicholas Goss

Title: Authorized Signatory

[Signature Page to Moe's Franchisor First Lien Trademark Release]

TRADEMARK
REEL: 005896 FRAME: 0118

SCHEDULE I

MOE'S FRANCHISOR LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
A MOE'S BURRITO IN EVERY HAND & DESIGN	USA	78/816298	16-Feb-06	3341662	20-Nov-07
FEED THE MOMENT	USA	85/102936	09-Aug-10	3943806	12-Apr-11
MOE KNOWS BURRITOS	USA	78/359431	29-Jan-04	3375897	29-Jan-08
MOE'S SOUTHWEST GRILL & DESIGN	USA	85/163776	28-Oct-2010	3989089	5-Jul-11
MOE'S KNOWS BURRITOS	USA	78/359396	29-Jan-04	3037577	03-Jan-06
MOE'S SOUTHWEST GRILL	USA	76/042554	08-May-00	2650129	12-Nov-02
MOE'S SOUTHWEST GRILL & DESIGN	USA	76/180755	13-Dec-00	2699371	25-Mar-03
MOE'S SOUTHWEST GRILL & DESIGN	USA	77/665926	09-Feb-09	3762299	23-Mar-10
TACO STACK	USA	85/116139	26-aug-10		
WELCOME TO MOES	USA	76/625439	22-Dec-04	3335685	13-Nov-07
WELCOME TO MOES	USA	77/285540	21-Sep-07	3435299	27-May-08

TRADEMARK LICENSES

Licensee Name	Focus Brands Entity	Agreement	Contract Status	Agreement Date
Blount Seafood Corporation	Moe's Franchisor LLC	License Agreement (soup for sale in BJ's)	Effective	2/11/11
Cains Foods, L.P.	Moe's Franchisor LLC	License Agreement (salad dressing for sale in BJ's)	Effective	2/22/11
Cedars Mediterranean Foods, Inc.	Moe's Franchisor LLC	License Agreement (salsa, bean dip for sale in BJ's)	Effective	3/22/11
Don Miguel Foods Corp.	Moe's Franchisor LLC	License Agreement (refrigerated appetizers for sale in BJ's)	Effective	3/24/11
Good Foods Group LLC	Moe's Franchisor LLC	License Agreement (guacamole for sale in BJ's)	Effective	2/17/11
Lakeview Farms, Inc.	Moe's Franchisor LLC	License Agreement (5 layer dip, for sale in BJ's)	Effective	2/11/2011
Seabrook Brothers & Sons, Inc.	Moe's Franchisor LLC	License Agreement (frozen fajita vegetables for sale in BJ's)	Effective	3/22/11