

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release
SEQUENCE:	2

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Schlotzsky's Franchise 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: 31

Property Type	Number	Word Mark
Registration Number:	1385566	A WHOLE WORLD OF FLAVORS IN EVERY BITE
Registration Number:	1528939	BAKED DAILY FRESH
Registration Number:	1940035	BEST BUNS IN TOWN
Registration Number:	1375154	BUN RUN
Registration Number:	2496141	COOL DELI
Registration Number:	2734486	EAT LOCALLY CONNECT GLOBALLY
Registration Number:	4087846	EVERY BITE SCHLOTZSKY'S LOTZ BETTER
Registration Number:	3104074	FRESH-FROM-SCRATCH
Registration Number:	3153384	FRESH-FROM-SCRATCH
Registration Number:	2041225	FUNNY NAME. SERIOUS SANDWICH.
Registration Number:	3349068	JUST HAULIN' BUNS!
Registration Number:	3603345	LOTZ BETTER
Registration Number:	2044593	
Registration Number:	1956280	RUN YOUR BUNS OFF
Registration Number:	1147774	SCHLOTZSKY
Registration Number:	4087842	SCHLOTZSKY'S BETTER
Registration Number:	1150687	SCHLOTZSKY'S
Registration Number:	1337033	SCHLOTZSKY'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1775366	SCHLOTZSKY'S
Registration Number:	3182401	SCHLOTZSKY'S
Registration Number:	3879948	SCHLOTZSKY'S
Registration Number:	3980366	SCHLOTZSKY'S
Registration Number:	4000735	SCHLOTZSKY'S
Registration Number:	1252537	SCHLOTZSKY'S
Registration Number:	3059809	SCHLOTZSKY'S
Registration Number:	2235917	SCHLOTZSKY'S DELI
Registration Number:	2641418	SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORI
Registration Number:	1649784	SERIOUS PIZZA
Registration Number:	3204908	THE ORIGINAL
Registration Number:	1632660	TOP BUN
Registration Number:	1632407	TOP BUN

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

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 2nd Release

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 10/10/2016

Total Attachments: 5

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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 Schlotzsky’s Franchise 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 Second 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 4728 / Frame 0159 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.

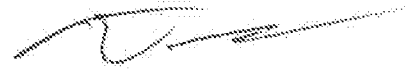
[Signature page to follow]

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

SCHEDULE I

SCHLOTZSKY'S FRANCHISE LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
A WHOLE WORLD OF FLAVORS IN EVERY BITE	USA	73/552444	08-Aug-85	1385566	4-Mar-86
BAKED DAILY FRESH and Design	USA	73/703769	04-Jan-88	1528939	7-Mar-89
BEST BUNS IN TOWN	USA	74/622354	17-Jan-95	1940035	5-Dec-95
BUN RUN	USA	73/526814	14-Mar-85	1375154	10-Dec-85
COOL DELI	USA	76/127282	13-Sep-00	2496141	9-Oct-01
EAT LOCALLY CONNECT GLOBALLY	USA	76/443197	23-Aug-02	2734486	8-Jul-03
EVERY BITE SCHLOTZSKY'S LOTZ BETTER and Design	USA	85/346309	14-Jun-11	4087846	17-Jan-12
FRESH-FROM-SCRATCH	USA	78/745769	02-Nov-05	3104074	13-Jun-06
FRESH-FROM-SCRATCH	USA	78/665099	06-Jul-05	3153384	10-Oct-06
FUNNY NAME. SERIOUS SANDWICH.	USA	74/662750	18-Apr-95	2041225	25-Feb-97
JUST HAULIN' BUNS!	USA	76/662183	27-Jun-06	3349068	4-Dec-07
LOTZ BETTER	USA	77/223793	06-Jul-07	3603345	7-Apr-09
Miscellaneous Design	USA	74/648754	20-Mar-95	2044593	11-Mar-97
RUN YOUR BUNS OFF	USA	74/648753	20-Mar-95	1956280	13-Feb-96
SCHLOTZSKY	USA	73/184259	01-Sep-78	1147774	24-Feb-81
SCHLOTZSKY'S BETTER (stylized)	USA	85/346286	14-Jun-11	4087842	17-Jan-12
SCHLOTZSKY'S	USA	73/184241	01-Sep-78	1150687	7-Apr-81
SCHLOTZSKY'S	USA	73/505952	29-Oct-84	1337033	21-May-85
SCHLOTZSKY'S	USA	74/328161	02-Nov-92	1775366	8-Jun-93
SCHLOTZSKY'S	USA	76/653611	13-Jan-06	3182401	12-Dec-06
SCHLOTZSKY'S	USA	85/014872	15-Apr-10	3879948	23-Nov-10
SCHLOTZSKY'S	USA	85/012976	13-Apr-10	3980366	21-Jun-11
SCHLOTZSKY'S	USA	85/012907	13-Apr-10	4000735	26-Jul-11
SCHLOTZSKY'S and Design	USA	73/358062	05-Apr-82	1252537	27-Sep-83
SCHLOTZSKY'S and Design	USA	76/573930	04-Feb-04	3059809	21-Feb-06
SCHLOTZSKY'S DELI	USA	75/464596	08-Apr-98	2235917	30-Mar-99
SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORIGINAL SANDWICH EST. 1971 and Design	USA	75/464796	08-Apr-98	2641418	29-Oct-02
SERIOUS PIZZA	USA	74/046166	05-Apr-90	1649784	02-Jul-91
THE ORIGINAL	USA	76/657971	06-Apr-06	3204908	06-Feb-07
TOP BUN	USA	73/733357	09-Jun-88	1632660	22-Jan-91
TOP BUN	USA	73/733859	13-Jun-88	1632407	22-Jan-91

TRADEMARK LICENSES

Licensee Name	Licensor Name	Agreement	Contract Status	Agreement Date
JDC Foods LLC	Schlotsky's Franchise LLC	License Agreement (meats and cheeses)	Effective	10/27/2009