

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401470

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:	McCalister's Corporation
Street Address:	5620 Glenridge Drive N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	Corporation: MISSISSIPPI

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1943439	MCALISTERS DELI
Registration Number:	2207158	MCALISTER'S GOURMET DELI
Registration Number:	2217201	MCALISTER'S GOURMET DELI
Registration Number:	2217403	MCALISTER'S
Registration Number:	2335678	THE BIG NASTY
Registration Number:	2335679	JUSTASPUD
Registration Number:	2335772	MEMPHIAN
Registration Number:	3701565	WHO'S YOUR DELI?
Registration Number:	3808174	LEAVE SWEET TEA TO THE PROS
Registration Number:	3746590	TEA FOR TOTS
Registration Number:	3536563	MCALISTER'S DELI
Registration Number:	3530628	MCALISTER'S SELECT
Registration Number:	3530625	MCALISTER'S SELECT
Registration Number:	4396789	MCALISTER'S EXPRESS
Registration Number:	4121422	DELICIOUS IS IN THE DETAILS
Registration Number:	4324893	MCALISTER'S EXPRESS
Registration Number:	4171244	GREAT SANDWICHES ARE JUST THE BEGINNING
Registration Number:	4604186	AMERICAN REGIONAL FAVORITES SERVED WITH

TRADEMARK

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: 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 McAlister’s Corporation, a Mississippi corporation (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, Focus Brands, Inc. (the “**Borrower**”), Focus Brands Holdings Inc., the Lenders party thereto, and the Collateral Agent are parties to a Second Lien Credit Agreement dated as of February 21, 2012 (as amended from time to time, the “**Credit Agreement**”), and pursuant to the Credit Agreement, Borrower and the Guarantors party thereto entered into a Second Lien Guarantee and Collateral Agreement, dated as of February 21, 2012 (the “**Guarantee and Collateral Agreement**”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and certain other Security Documents, the Grantor executed and delivered a Trademark Security Agreement dated as of October 22, 2013 (the “**Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 5153/ Frame 0088 on November 13, 2013, 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.

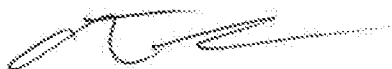
This Release may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more of its counterparts.

[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 McAlister's Corporation Second Lien Trademark Release]

TRADEMARK
REEL: 005897 FRAME: 0134

SCHEDULE I

McAlister's Corporation

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration No,	Registration Date
McAlisters Deli	1,943,439	12/26/1995
McAlister's Gourmet Deli	2,207,158	12/1/1998
McAlister's Gourmet Deli (stylized)	2,217,201	1/12/1999
McAlister's (stylized)	2,217,403	1/12/1999
The Big Nasty	2,335,678	3/28/2000
Justaspud	2,335,679	3/28/2000
Memphian	2,335,772	3/28/2000
Who's your deli?	3,701,565	10/27/2009
Leave sweet tea to the pros	3,808,174	6/22/2010
Tea for tots	3,746,590	2/9/2010
McAlister's Deli (and design)	3,536,563	11/25/2008
McAlister's Select (and design)	3,530,628	11/11/2008
McAlister's Select	3,530,625	11/11/2008
McAlister's Express (and design)	4,396,789	9/3/2013
Delicious is in the Details	4,121,422	4/3/2012
McAlister's Express	4,324,893	4/23/2013
Great Sandwiches Are Just the Beginning	4171244	7/10/2012
American Regional Favorites Served With A Smile	4604186	16-Sep-2014