

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402910

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED JANUARY 21, 2014, REEL/FRAME 5197/0028)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		10/20/2016	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	JJBC, LLC
<b>Street Address:</b>	2212 FOX DRIVE
<b>City:</b>	CHAMPAIGN
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61820
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	JIMMY JOHN'S BUYING GROUP, LLC
<b>Street Address:</b>	2212 FOX DRIVE
<b>City:</b>	CHAMPAIGN
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61820
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	JIMMY JOHN'S ENTERPRISES, LLC
<b>Street Address:</b>	2212 FOX DRIVE
<b>City:</b>	CHAMPAIGN
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61820
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	JIMMY JOHN'S FRANCHISE, LLC
<b>Street Address:</b>	2212 FOX DRIVE
<b>City:</b>	CHAMPAIGN
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61820
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

TRADEMARK

900382310

REEL: 005906 FRAME: 0091

OP \$265.00 4530588

Property Type	Number	Word Mark
Registration Number:	4530588	MY FAVORITE MUSTARD
Registration Number:	4516066	GUTBUHSTUH
Registration Number:	4447924	I LOVE YOU MAMA
Registration Number:	4447923	HEY DOC YOU ROCK!
Registration Number:	4447922	HAPPY HUMP DAY!
Registration Number:	4392382	LOVE THE TASTE TASTE THE LOVE
Serial Number:	85915852	JIMMY STICKS
Serial Number:	85915834	JIMMY NUTS
Serial Number:	85915799	JIMMY MUSTARD
Serial Number:	85915775	H2O JIMMY

**CORRESPONDENCE DATA**

Fax Number: 9192868199

*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: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

**ATTORNEY DOCKET NUMBER:** 40324.181

**NAME OF SUBMITTER:** John E. Slaughter, III

**SIGNATURE:** /John E. Slaughter, III/

**DATE SIGNED:** 10/21/2016

**Total Attachments: 3**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 20, 2016 (“Release”), is made by Wells Fargo Bank, National Association, as Administrative Agent (“Administrative Agent”), in favor of JJBC, LLC, a Delaware limited liability company, Jimmy John’s Buying Group, LLC, a Delaware limited liability company, Jimmy John’s Enterprises, LLC, a Delaware limited liability company, and Jimmy John’s Franchise, LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of January 2, 2007 (as affirmed and modified by the Omnibus Affirmation Agreement, the 2012 Omnibus Affirmation Agreement and the 2010 Omnibus Affirmation Agreement, and as otherwise amended, supplemented, restated and otherwise modified and in effect from time to time, the “Security Agreement”) by and among the Grantors, Administrative Agent, and others party thereto and the Trademark Collateral Security and Pledge Agreement dated as of January 17, 2014 and recorded at the United States Patent and Trademark Office (“USPTO”) on January 21, 2014 at Reel 5197 Frame 0028 (“Trademark Security Agreement”) by and among the Grantors and Administrative Agent, Grantors unconditionally granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledged and mortgaged the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantors agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, hereby:

- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and continuing security interest in and first priority lien on the Pledged Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantors’ expense.

**SECTION 3. Further Assurances.** Administrative Agent, at Grantors’ expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or are reasonably requested by Grantors to effect the security interest release contemplated herein.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Wells Fargo Bank, National Association,  
as Administrative Agent

By:   
Name: Sally Hoffman  
Title: Managing Director

**SCHEDULE A**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MY FAVORITE MUSTARD	4530588	05/13/14
GUTBUHSTUH	4516066	04/15/14
I LOVE YOU MAMA	4447924	12/10/13
HEY DOC YOU ROCK!	4447923	12/10/13
HAPPY HUMP DAY!	4447922	12/10/13
LOVE THE TASTE TASTE THE LOVE	4392382	08/27/13

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
JIMMY STICKS	85915852	04/26/13
JIMMY NUTS	85915834	04/26/13
JIMMY MUSTARD	85915799	04/26/13
H2O JIMMY	85915775	04/26/13