

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED OCTOBER 29, 2010, REEL/FRAME 4307/0192)

## 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: 14

TRADEMARK

900382313

REEL: 005906 FRAME: 0100

OP \$365.00 4096458

Property Type	Number	Word Mark
Registration Number:	4096458	SUB-DUDE
Registration Number:	4046585	DAMN GOOD DAMN FAST
Registration Number:	4030359	THINNY CHIPS
Registration Number:	3921697	SANDWICH MASTERS CHAMPIONSHIPS
Registration Number:	3868093	DAMN GOOD DAMN FAST
Registration Number:	3829534	JJ JIMMY JOHN'S TASTY SANDWICHES
Registration Number:	3829533	JIMMY JOHN'S TASTY SANDWICHES
Registration Number:	3824686	DAMN FAST! DAMN GOOD!
Registration Number:	3787474	YOUR MOM WANTS YOU TO EAT AT JIMMY JOHN'
Registration Number:	3678610	FRESH. FAST. TASTY.
Registration Number:	3547498	FREAKY FAST! FREAKY GOOD!
Registration Number:	3504441	JIMMY JOHN'S
Registration Number:	3397952	JIMM-ENEWS
Registration Number:	3334071	TOTALLY TUNA

**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

<b>ATTORNEY DOCKET NUMBER:</b>	40324.181
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III
<b>SIGNATURE:</b>	/John E. Slaughter, III/
<b>DATE SIGNED:</b>	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 October 29, 2010 and recorded at the United States Patent and Trademark Office (“USPTO”) on October 29, 2010 at Reel 4307 Frame 0192 (“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>
SUB-DUDE	4096458	02/07/12
DAMN GOOD DAMN FAST	4046585	10/25/11
THINNY CHIPS	4030359	09/27/11
SANDWICH MASTERS CHAMPIONSHIPS	3921697	02/22/11
DAMN GOOD DAMN FAST	3868093	10/26/10
JJ JIMMY JOHN'S TASTY SANDWICHES and Design	3829534	08/03/10
JIMMY JOHN'S TASTY SANDWICHES	3829533	08/03/10
DAMN FAST! DAMN GOOD!	3824686	07/27/10
YOUR MOM WANTS YOU TO EAT AT JIMMY JOHN'S!	3787474	05/11/10
FRESH. FAST. TASTY.	3678610	09/08/09
FREAKY FAST! FREAKY GOOD!	3547498	12/16/08
JIMMY JOHN'S (Stylized)	3504441	09/23/08
JIMM-ENEWS	3397952	03/18/08
TOTALLY TUNA	3334071	11/13/07