ETAS ID: TM404568

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		11/03/2016	Limited Partnership: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Movie Tavern, Inc.,
Street Address:	935 Gravier Street, Suite 1200
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70112
Entity Type:	Corporation: TEXAS

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3494494	MOVIE TAVERN
Registration Number:	3494495	MOVIE TAVERN MOVIES NEVER TASTED SO GOOD
Serial Number:	86013075	MOVIE TAVERN MT-X XTREME

## **CORRESPONDENCE DATA**

Fax Number: 2022631253

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: 2028357500

Email: DCIP@milbank.com

Lisa Coward **Correspondent Name:** 

Address Line 1: 1850 K Street NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	LISA COWARD
SIGNATURE:	/LISA COWARD/
DATE SIGNED:	11/04/2016

## **Total Attachments: 3**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of November 3, 2016, by Antares Capital LP (as successor in interest to General Electric Capital Corporation) ("Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Movie Tavern, Inc., a Texas corporation ("Grantor") granted a security interest in certain trademarks of the Grantor to Administrative Agent, pursuant to that certain Trademark Security Agreement, dated as of September 6, 2013, by the Grantors in favor of Administrative Agent and recorded with the United States Patent and Trademark Office on September 10, 2013, at Reel 5107, Frame 0864 (the "Security Agreement"; capitalized terms used but not otherwise defined herein having the meanings assigned to such terms in the Security Agreement);

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. Administrative Agent hereby releases its entire Lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (including, without limitation, the trademarks referred to on <u>Schedule 1</u> hereto) and authorizes the recordation of this Release with the United States Patent and Trademark Office.
- 2. Administrative Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in, to and under the Trademark Collateral and Administrative Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantor to Administrative Agent pursuant to the Security Agreement.
- 3. Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.
- 4. This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LE, as Administrative

Agent

By:

Steven J. Heise

Title: Bully Authorized Signatory

# **SCHEDULE 1**

# 1. REGISTERED TRADEMARKS

<u>Trademark</u>	Reg. No.	<u>Date</u>
Movie Tavern	3,494,494	9/2/08
Movie Tavern Movies Never Tasted	3,494,495	9/2/08
So Good		

# 2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Date</u>
Movie Tavern MT-X Xtreme	86-013075	7/17/13

Trademark Release and Reassignment

**RECORDED: 11/04/2016**