

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Western Bank		11/27/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	FW Royalties Limited Partnership		
Street Address:	902-510 Burrard Street		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6C3A8		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4457275	STATE & MAIN KITCHEN & BAR	
Registration Number:	4457276	STATE & MAIN	
Registration Number:	2955122	BANG ON	
Registration Number:	2998293		
Serial Number:	85358577	ELEPHANT & CASTLE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	mcoulthart@mccarthy.ca		
Correspondent Name:	Vincent Yip c/o McCarthy Tetrault LLP		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, CANADA V6E0C5		
NAME OF SUBMITTER:	Vincent Kam Sun Yip		
SIGNATURE:	/VincentKamSunYip/		
DATE SIGNED:	12/07/2016		
Total Attachments: 5			
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RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS

TO: FW Royalties Limited Partnership (the “Grantor”)

FROM: Canadian Western Bank (as successor by way of assignment from GE Canada Equipment Financing G.P.), as administrative agent (the “Agent”)

WHEREAS:

A. Pursuant to the Credit Agreement, dated as of September 26, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Franworks Franchise Corp., as Borrower, the other Credit Parties, the Lenders, and Canadian Western Bank (as successor by way of assignment from GE Canada Equipment Financing G.P.), as Agent and as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, and pursuant to a General Security Agreement dated as of September 26, 2014, the Grantor granted to the Agent security interests over the trade-marks owned by the Grantor as listed on Schedule “A” attached hereto in a Canadian Trademark Security Agreement dated as of September 26, 2014 (the “**TM Security Agreement**”) and the TM Security Agreement was placed with the Canadian Intellectual Property Office (“**CIPO**”) on October 24, 2014 and the United States Patent and Trademark Office (“**USPTO**”) on October 22, 2014.

B. All outstanding indebtedness and other Obligations of the Borrower under the Credit Agreement have been paid in full and the Agent has agreed to execute and deliver this Release and Discharge of Security Interests in Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Agent, the Agent hereby agrees as follows:


1. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.
2. The Agent hereby acknowledges and confirms that the Borrower’s obligations under the Credit Agreement have been paid in full, and, inter alia, releases and discharges the Grantor from its covenants, agreements and obligations contained in the TM Security Agreement.
3. The Agent hereby releases and discharges any and all assignments, charges, guarantees, mortgages, hypothecations, pledges, and security interests created by the TM Security Agreement, and the Agent acknowledges, confirms and agrees that the TM Security Agreement is discharged, released, and terminated and of no further force and effect.
4. The Agent authorizes McCarthy Tétrault LLP (“**Legal Counsel**”) and any of its agents, employees or representatives, to discharge or cause to be discharged the TM Security Agreement and this Release and Discharge shall be good and sufficient authority for Legal Counsel, or any such agent, employee or representative, to do so.

5. In each case at the reasonable expense of the Grantor, its successors or assigns, the Agent undertakes and agrees to do all such other acts or things, and execute and deliver all such agreements, instruments and documents, as may be reasonably requested by the Grantor or Legal Counsel, to evidence, discharge and/or record the releases of the TM Security Agreement or to otherwise give full effect to the intention of this Release and Discharge.
6. This Release and Discharge shall be for the benefit of the Grantor and its successors and assigns and shall be binding upon the Agent and their respective successors and assigns.

[Signature page follows]

IN WITNESS OF WHEREOF this Release and Discharge has been executed on the 27th day of
November, 2016.

CANADIAN WESTERN BANK, as Agent

By: 

Name:

Title:

Trish Halliwell
Account Manager

HB 219









S-L263


Patrick Schofield
Lead Sales Representative

Release and Discharge of Security Interest in Trademarks

TRADEMARK
REEL: 005942 FRAME: 0091

**SCHEDULE "A"
TRADEMARKS**

Trademark	Registration or Application Number	Jurisdiction
ORIGINAL JOE'S	TMA568783	Canada
ORIGINAL JOE'S 	TMA804015	Canada
ORIGINAL JOE'S & DESIGN 	TMA575278	Canada
DOWN TO EARTH AND DOWN THE STREET	TMA786182	Canada
HAUS FRAU	TMA810431	Canada
STATE & MAIN	TMA853137	Canada
STATE & MAIN 	TMA851468	Canada
BANG ON!	TMA643080	Canada
ELEPHANT Design 	TMA643245	Canada
ELEPHANT & DESIGN 	TMA257521	Canada
THE ELEPHANT AND CASTLE	TMA222579	Canada
STATE & MAIN KITCHEN & BAR 	4457275	United States
STATE & MAIN	4457276	United States
BANG ON	2955122	United States

Trademark	Registration or Application Number	Jurisdiction
	2998293	United States
ELEPHANT & CASTLE	85358577	United States

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Release and Discharge of Security Interest in Trademarks