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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410418

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Garrison Loan Agency Services LLC		12/27/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Sir Richard's, LLC	
Street Address:	21350 Lassen Street	
City:	Chatsworth	
State/Country:	CALIFORNIA	
Postal Code:	91311	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4743806	DOING GOOD NEVER FELT BETTER.
Registration Number:	4632603	SIR RICHARD'S

### **CORRESPONDENCE DATA**

**Fax Number:** 2125935955

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: 212-756-2132
Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	050319-0039	
NAME OF SUBMITTER:	Scott Kareff (050319-0039)	
SIGNATURE:	/kc for sk/	
DATE SIGNED:	12/28/2016	

### **Total Attachments: 4**

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### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") dated as of December 27, 2016, is made by GARRISON LOAN AGENCY SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Agent"), in favor of SIR RICHARD'S, LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of October 4, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement"), by and among the Grantor, certain other grantors party thereto and the Agent and (ii) that certain Trademark Security Agreement dated as of October 4, 2013, made by and between the Grantor and the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreements, the Grantor have pledged and granted to the Agent a security interest in all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the other Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements; and

WHEREAS, the Obligations are being repaid by the Borrower and the Collateral Agent desires to terminate and release its security interest in the Trademark Collateral.

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

- 1. <u>Release of Security Interest</u>. Agent, hereby terminates the Trademark Security Agreement and terminates, cancels, releases and discharges its security interests in, and reassigns to the Grantor, all of the following (collectively, the "<u>Trademark Collateral</u>"):
  - (a) (i) all of such Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on <u>Schedule I</u> hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and
  - (b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.
- 2. <u>Reassignment</u>. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Secured Party's right, title and interest in and to the Trademark Collateral.

- 3. <u>Filing of the Release</u>. Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees, at Grantor's sole cost and expense.
- 4. <u>Counterparts; Electronic Transmission</u>. This Release may be executed and delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes.
- 5. <u>Further Assurances</u>. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.
- 6. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without reference to its conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GARRISON LOAN AGENCY SERVICES LLC

as Agent

Name: BRIAN CHASE
CHIEF OPERATING OFFICER
Title:

[Release of Trademark Security Interest (Sir Richard's, LLC)]

# SCHEDULE I TO RELEASE OF TRADEMARK SECURITY INTEREST

# SIR RICHARD'S, LLC

Mark/Image	Application No.	Application Date	Registration No.	Registration Date
DOING GOOD NEVER FELT BETTER	85/075,055	06/30/2010	4,743,806	05/26/2015
SIR RICHARD'S	85/075,046	06/30/2010	4,632,603	11/04/2014

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**RECORDED: 12/28/2016**