

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arrowpoint Agency Services, LLC		04/04/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Greene Turtle Franchising Corporaton		
<b>Street Address:</b>	6990 Columbia Gateway Drive		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2862093	THE GREENE TURTLE	
<b>Registration Number:</b>	2777728	THE GREENE TURTLE	
<b>Registration Number:</b>	2761598	THE GREENE TURTLE	
<b>Registration Number:</b>	2777730		
<b>Registration Number:</b>	2777729	THE GREENE TURTLE	
<b>Registration Number:</b>	1685665	THE GREENE TURTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	612-492-7000		
<b>Email:</b>	ip@fredlaw.com, rgin@fredlaw.com		
<b>Correspondent Name:</b>	David West		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	David West		
<b>SIGNATURE:</b>	/David West/		
<b>DATE SIGNED:</b>	04/05/2017		

OP \$165.00 2862093

**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of April 4, 2017, is executed by ARROWPOINT AGENCY SERVICES, LLC, in its capacity as administrative agent for the Lenders (in such capacity "Agent"), in favor of THE GREENE TURTLE FRANCHISING CORPORATION (the "Grantor").

### Recitals

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 13, 2015 (as amended, supplemented or otherwise modified, the "Credit Agreement"), by and among the Grantor, the other Borrowers and the other Credit Parties party thereto from time to time, the Lenders and Agent, the Lenders agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement dated as of October 13, 2015 (as amended, supplemented or otherwise modified, the "Guaranty and Security Agreement"), Agent holds a Lien against the intellectual property rights owned by the Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of October 13, 2015 (as amended, supplemented or otherwise modified, the "Trademark Security Agreement"), the Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Agent, a security interest in all of such Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 15, 2015, at Reel/Frame 5646/0152;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of March 29, 2017, by and among Agent and the Grantor, as borrower representative, Agent has consented to, among other things, the release and termination of the Lien on the Trademark Collateral, including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Grantor has requested and Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral and the reassignment to the Grantor of any and all right, title and interest that the Agent and the Lenders may have in the Trademark Collateral.

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

Agent's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Guaranty and Security Agreement respectively is hereby terminated and released (including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto).

Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of the Grantor. Agent authorizes the Grantor (or its designees) to file such documentation as is necessary to effect the releases of the Trademark Collateral.


This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Remainder of page intentionally blank; signature page follows]*

IN WITNESS WHEREOF, Agent has executed and delivered this Release as of the day and year first above written.

**ARROWPOINT AGENCY SERVICES, LLC**, as  
Agent

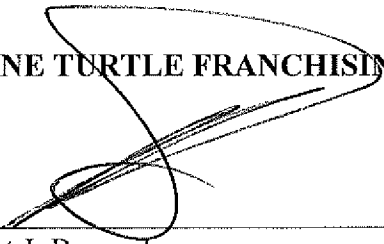
By:   
Name: David Cerkins  
Title: Authorized Signatory

[Signature Page to Trademark Release]

**TRADEMARK**  
**REEL: 006028 FRAME: 0546**

ACCEPTED AND AGREED:




**THE GREENE TURTLE FRANCHISING CORPORATION,**  
as Grantor

By:   
Name: Robert J. Barry, Jr.  
Title: Chief Executive Officer

**SCHEDULE 1**

**Trademark Registrations**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Serial/Reg. No</b>	<b>Filing/Reg. Date</b>	<b>Country</b>	<b>Owner (current)</b>
THE GREENE TURTLE	<b>App</b> 76472641 <b>Reg</b> 2862093	<b>App</b> 04-DEC-2002 <b>Reg</b> 13-JUL-2004	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION
THE GREENE TURTLE	<b>App</b> 76472642 <b>Reg</b> 2777728	<b>App</b> 04-DEC-2002 <b>Reg</b> 28-OCT-2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION
THE GREENE TURTLE	<b>App</b> 76472643 <b>Reg</b> 2761598	<b>App</b> 04-DEC-2002 <b>Reg</b> 09-SEP-2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION
	<b>App</b> 76472647 <b>Reg</b> 2777730	<b>App</b> 04-DEC-2002 <b>Reg</b> 28-OCT-2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION
	<b>App</b> 76472646 <b>Reg</b> 2777729	<b>App</b> 04-DEC-2002 <b>Reg</b> 28-OCT-2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION
	<b>App</b> 74090618 <b>Reg</b> 1685665	<b>App</b> 23-AUG-1990 <b>Reg</b> 05-MAY-1992	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION