

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG		04/06/2017	Aktiengesellschaft (Ag):
RECEIVING PARTY DATA			
Name:	MOE'S FRANCHISOR LLC		
Street Address:	5620 GLENRIDGE DRIVE N.E.		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4913781	MOE'S	
Registration Number:	4974949	QUESOPALOOZA	
Registration Number:	3989089	MOE'S SOUTHWEST GRILL	
Registration Number:	4103274	TACO STACK	
Registration Number:	3943806	FEED THE MOEMENT	
Registration Number:	3762299	MOE'S SOUTHWEST GRILL	
Registration Number:	3435299	WELCOME TO MOE'S	
Registration Number:	3335685	WELCOME TO MOES	
Registration Number:	2699371	MOES SOUTHWEST GRILL	
Registration Number:	2650129	MOE'S SOUTHWEST GRILL	
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:	dlaker@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Danielle G. Laker		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		

CH \$265.00 4913781

ATTORNEY DOCKET NUMBER:	17514-033
NAME OF SUBMITTER:	Danielle Laker
SIGNATURE:	/Danielle Laker/
DATE SIGNED:	04/11/2017

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of April 6, 2017 (this "Release"), is made in favor of **MOE'S FRANCHISOR LLC** (the "Assignee") by **CREDIT SUISSE AG** (the "Assignor"), in its capacity as Collateral Agent under that certain Credit Agreement, dated as of October 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Focus Brands Inc., as the Borrower, Focus Brands Holdings Inc., as Holdings, the lenders party thereto and the Assignor, as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, the Assignor and the Assignee are parties to (i) that certain Guarantee and Collateral Agreement, dated as of October 5, 2016 (as amended and/or supplemented from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of October 5, 2016, in respect of the Security Agreement (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties a continuing security interest in and Lien on certain personal property of the Assignee, including all right, title and interest of the Assignee in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (i) each Trademark owned by the Assignee, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; provided that no such security interest was granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;
- (ii) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Assignee against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Assignee (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on October 13, 2016 on Reel 5899, Frame 0238; and

WHEREAS, the Assignee desires that the Assignor terminate and release its continuing security interest in and Lien on the Assignee’s right, title and interest in, to and under the Trademark Collateral, and the Assignor has duly authorized the execution and performance of this Release.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided by reference in the Credit Agreement, Security Agreement and Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

SECTION 2. *Release of Security Interest in Trademark Collateral.* The Assignor hereby terminates, relinquishes, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in and Lien on all of the Assignee’s right, title and interest in, to and under the Trademark Collateral, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. *Recordation of Release.* The Assignor hereby authorizes the Assignee, or the Assignee’s authorized representative or representatives, as the case may be, to record this Release with the USPTO and any other applicable governmental office or agency. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Security Interest in Trademark Collateral; it being understood that such recordation shall be at the Assignee’s sole expense. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or their agents or designees) reasonably request (at the Assignee’s sole cost and expense) in order to confirm this Release and the Assignee’s right, title and interest in, to and under the Trademark Collateral.

SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Collateral shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5. *Delivery.* Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

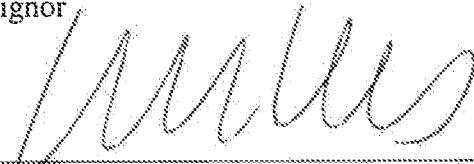
[Signature Page Follows]

IN WITNESS WHEREOF this Release of Security Interest in Trademark Collateral has been duly executed as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

as Assignor


By:



Name: Robert Hetu

Title: Authorized Signatory




By:




Name: Warren Van Heyst

Title: Authorized Signatory

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MOE'S 	United States	86758109 16-SEP-2015	4913781 08-MAR-2016	Registered
QUESOPALOOZA QUESOPALOOZA	United States	86716943 06-AUG-2015	4974949 07-JUN-2016	Registered
MOE'S SOUTHWEST GRILL 	United States	85163776 28-OCT-2010	3989089 05-JUL-2011	Registered
TACO STACK TACO STACK	United States	85116139 26-AUG-2010	4103274 21-FEB-2012	Registered
FEED THE MOEMENT FEED THE MOEMENT	United States	85102936 09-AUG-2010	3943806 12-APR-2011	Registered
MOE'S SOUTHWEST GRILL 	United States	77665926 09-FEB-2009	3762299 23-MAR-2010	Registered
WELCOME TO MOE'S WELCOME TO MOE'S	United States	77285540 21-SEP-2007	3435299 27-MAY-2008	Registered
WELCOME TO MOES WELCOME TO MOES	United States	76625439 22-DEC-2004	3335685 13-NOV-2007	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MOES SOUTHWEST GRILL 	United States	76180755 13-DEC-2000	2699371 25-MAR-2003	Registered
MOE'S SOUTHWEST GRILL	United States	76042554 08-MAY-2000	2650129 12-NOV-2002	Registered