

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423323

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:	SCHLOTZSKY'S FRANCHISE 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: 22			
Property Type	Number	Word Mark	
Registration Number:	4087846	EVERY BITE SCHLOTZSKY'S LOTZ BETTER	
Registration Number:	3879948	SCHLOTZSKY'S	
Registration Number:	3980366	SCHLOTZSKY'S	
Registration Number:	4000735	SCHLOTZSKY'S	
Registration Number:	3603345	LOTZ BETTER	
Registration Number:	3349068	JUST HAULIN' BUNS!	
Registration Number:	3204908	THE ORIGINAL	
Registration Number:	3182401	SCHLOTZSKY'S	
Registration Number:	3153384	FRESH-FROM-SCRATCH	
Registration Number:	3059809	SCHLOTZSKY'S	
Registration Number:	2235917	SCHLOTZSKY'S DELI	
Registration Number:	2641418	SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORI	
Registration Number:	2041225	FUNNY NAME. SERIOUS SANDWICH.	
Registration Number:	1956280	RUN YOUR BUNS OFF	
Registration Number:	2044593		
Registration Number:	1775366	SCHLOTZSKY'S	
Registration Number:	1528939	BAKED DAILY FRESH	
Registration Number:	1375154	BUN RUN	
Registration Number:	1337033	SCHLOTZSKY'S	

CH \$565.00 4087846

Property Type	Number	Word Mark
Registration Number:	1147774	SCHLOTZSKY
Registration Number:	1150687	SCHLOTZSKY'S
Registration Number:	4087842	SCHLOTZSKY'S BETTER

CORRESPONDENCE DATA

Fax Number:

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.

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

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 **SCHLOTZSKY'S FRANCHISE 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 5898, Frame 0912; 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.

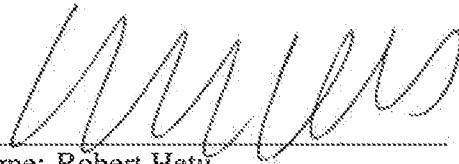
SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Collateral shall be governed by and construed in accordance with the laws of the State of New York.

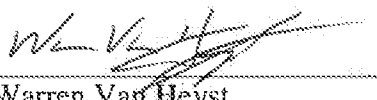
SECTION 5. *Delivery.* Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

[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
EVERY BITE SCHLOTZSKY'S LOTZ BETTER 	United States	85346309 14-JUN-2011	4087846 17-JAN-2012	Registered
SCHLOTZSKY'S SCHLOTZSKY'S	United States	85014872 15-APR-2010	3879948 23-NOV-2010	Registered
SCHLOTZSKY'S SCHLOTZSKY'S	United States	85012976 13-APR-2010	3980366 21-JUN-2011	Registered
SCHLOTZSKY'S SCHLOTZSKY'S	United States	85012907 13-APR-2010	4000735 26-JUL-2011	Registered
LOTZ BETTER LOTZ BETTER	United States	77223793 06-JUL-2007	3603345 07-APR-2009	Registered
JUST HAULIN' BUNS! JUST HAULIN' BUNS!	United States	76662183 27-JUN-2006	3349068 04-DEC-2007	Registered
THE ORIGINAL THE ORIGINAL	United States	76657971 06-APR-2006	3204908 06-FEB-2007	Registered
SCHLOTZSKY'S SCHLOTZSKY'S	United States	76653611 13-JAN-2006	3182401 12-DEC-2006	Registered
FRESH-FROM-SCRATCH FRESH-FROM-SCRATCH	United States	78665099 06-JUL-2005	3153384 10-OCT-2006	Registered
SCHLOTZSKY'S 	United States	76573930 04-FEB-2004	3059809 21-FEB-2006	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
SCHLOTZSKY'S DELI	United States	75464596 08-APR-1998	2235917 30-MAR-1999	Registered
SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORIGINAL SANDWICH EST. 1971 	United States	75464796 08-APR-1998	2641418 29-OCT-2002	Registered
FUNNY NAME. SERIOUS SANDWICH.	United States	74662750 18-APR-1995	2041225 25-FEB-1997	Registered
RUN YOUR BUNS OFF	United States	74648753 20-MAR-1995	1956280 13-FEB-1996	Registered
<i>Design Only</i> 	United States	74648754 20-MAR-1995	2044593 11-MAR-1997	Registered
SCHLOTZSKY'S	United States	74328161 02-NOV-1992	1775366 08-JUN-1993	Registered
BAKED DAILY FRESH 	United States	73703769 04-JAN-1988	1528939 07-MAR-1989	Registered
BUN RUN	United States	73526814 14-MAR-1985	1375154 10-DEC-1985	Registered
SCHLOTZSKY'S	United States	73505952 29-OCT-1984	1337033 21-MAY-1985	Registered
SCHLOTZSKY	United States	73184259 01-SEP-1978	1147774 24-FEB-1981	Registered
SCHLOTZSKY'S	United States	73184241 01-SEP-1978	1150687 07-APR-1981	Registered
SCHLOTZSKY'S BETTER 	United States	85346286 14-JUN-2011	4087842 17-JAN-2012	Registered