

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SUISSE AG		04/06/2017	Aktiengesellschaft (Ag):
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCALISTER'S CORPORATION		
<b>Street Address:</b>	5620 GLENRIDGE DRIVE N.E.		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30342		
<b>Entity Type:</b>	Corporation: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4604186	AMERICAN REGIONAL FAVORITES SERVED WITH	
<b>Registration Number:</b>	4171244	GREAT SANDWICHES ARE JUST THE BEGINNING	
<b>Registration Number:</b>	4396789	MCALISTER'S EXPRESS	
<b>Registration Number:</b>	4121422	DELICIOUS IS IN THE DETAILS	
<b>Registration Number:</b>	4324893	MCALISTER'S EXPRESS	
<b>Registration Number:</b>	3701565	WHO'S YOUR DELI?	
<b>Registration Number:</b>	3530625	MCALISTER'S SELECT	
<b>Registration Number:</b>	3530628	MCALISTER'S SELECT	
<b>Registration Number:</b>	3536563	MCALISTER'S DELI	
<b>Registration Number:</b>	2335772	MEMPHIAN	
<b>Registration Number:</b>	2335678	THE BIG NASTY	
<b>Registration Number:</b>	2335679	JUSTASPUD	
<b>Registration Number:</b>	2217403	MCALISTER'S	
<b>Registration Number:</b>	2207158	MCALISTER'S GOURMET DELI	
<b>Registration Number:</b>	2217201	MCALISTER'S GOURMET DELI	
<b>Registration Number:</b>	1943439	MCALISTERS DELI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 4604186

*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

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

**Total Attachments: 5**

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source=FOCUS Trademark Release (McAlister\_s)(EXECUTED)#page5.tif

**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 **MCALISTER'S CORPORATION** (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 0863; 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.

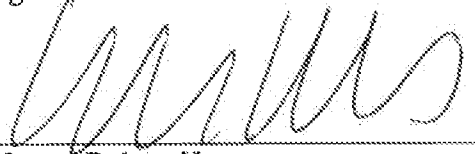
SECTION 5. *Delivery.* Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

[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.

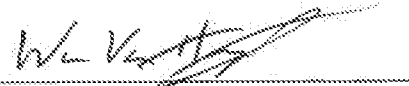
**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

as Assignor

By: 

Name: Robert Hetu


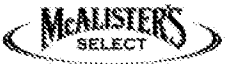
Title: Authorized Signatory




By: 

Name: Warren Van Heyst

Title: Authorized Signatory

**SCHEDULE 1**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
AMERICAN REGIONAL FAVORITES SERVED WITH A SMILE  AMERICAN REGIONAL FAVORITES SERVED WITH A SMILE	United States	86014679 19-JUL-2013	4604186 16-SEP-2014	Registered
GREAT SANDWICHES ARE JUST THE BEGINNING  GREAT SANDWICHES ARE JUST THE BEGINNING	United States	85469452 10-NOV-2011	4171244 10-JUL-2012	Registered
MCALISTER'S EXPRESS  	United States	85445847 12-OCT-2011	4396789 03-SEP-2013	Registered
DELICIOUS IS IN THE DETAILS  DELICIOUS IS IN THE DETAILS	United States	85393984 10-AUG-2011	4121422 03-APR-2012	Registered
MCALISTER'S EXPRESS  MCALISTER'S EXPRESS	United States	85248332 22-FEB-2011	4324893 23-APR-2013	Registered
WHO'S YOUR DELI?  WHO'S YOUR DELI?	United States	77711775 10-APR-2009	3701565 27-OCT-2009	Registered
MCALISTER'S SELECT  MCALISTER'S SELECT	United States	77440397 04-APR-2008	3530625 11-NOV-2008	Registered
MCALISTER'S SELECT  	United States	77440487 04-APR-2008	3530628 11-NOV-2008	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MCALISTER'S DELI 	United States	77440532 04-APR-2008	3536563 25-NOV-2008	Registered
MEMPHIAN	United States	75694380 30-APR-1999	2335772 28-MAR-2000	Registered
THE BIG NASTY	United States	75685835 19-APR-1999	2335678 28-MAR-2000	Registered
JUSTASPUD	United States	75685836 19-APR-1999	2335679 28-MAR-2000	Registered
MCALISTER'S 	United States	75420919 21-JAN-1998	2217403 12-JAN-1999	Registered
MCALISTER'S GOURMET DELI	United States	75373467 15-OCT-1997	2207158 01-DEC-1998	Registered
MCALISTER'S GOURMET DELI 	United States	75374333 14-OCT-1997	2217201 12-JAN-1999	Registered
MCALISTERS DELI	United States	74486113 03-FEB-1994	1943439 26-DEC-1995	Registered