

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427201

<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>
MILFAM II L.P.		05/10/2017	Limited Partnership: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cosi, Inc.		
<b>Street Address:</b>	254 Washington St., Suite 510		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4978515	SMART FIT	
<b>Registration Number:</b>	4205573	TASTE TWO	
<b>Registration Number:</b>	4142374	SQUAGEL	
<b>Registration Number:</b>	3958695		
<b>Registration Number:</b>	3823130		
<b>Registration Number:</b>	3958694	LIFE SHOULD BE DELICIOUS	
<b>Registration Number:</b>	3823128	LIFE SHOULD BE DELICIOUS	
<b>Registration Number:</b>	3815733	COSÌ	
<b>Registration Number:</b>	3751834	GET COSÌ	
<b>Registration Number:</b>	3672809		
<b>Registration Number:</b>	3508544	RELAX. CATERING BY COSÌ	
<b>Registration Number:</b>	3490813	HEARTH-BAKED DINNERS	
<b>Registration Number:</b>	3499558	COSI CARD	
<b>Registration Number:</b>	3324565	COSÌ BREAK BAR	
<b>Registration Number:</b>	3275878	COSI PRONTO	
<b>Registration Number:</b>	3014079	SIMPLY GOOD TASTE	
<b>Registration Number:</b>	3083592	COSÌ	
<b>Registration Number:</b>	2659348	COSI CORNERS	
<b>Registration Number:</b>	2692768	COSI DOWNTOWN	

CH \$565.00 4978515

Property Type	Number	Word Mark
Registration Number:	2365299	SQUAGELS
Registration Number:	2340123	XANDO
Registration Number:	2046483	COSI

**CORRESPONDENCE DATA**

**Fax Number:** 7136155243

*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:** 7137581105

**Email:** iptldocket@velaw.com

**Correspondent Name:** W. Scott Brown

**Address Line 1:** 1001 Fannin Street, Suite 2500

**Address Line 4:** Houston, TEXAS 77002

<b>NAME OF SUBMITTER:</b>	W. Scott Brown
<b>SIGNATURE:</b>	/wsb/
<b>DATE SIGNED:</b>	05/11/2017

**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 10, 2017 (this “**Release**”), is made by MILFAM II L.P., as Lender (the “**Lender**”).

WHEREAS, the Lender and Cosi, Inc. (the “**Grantor**”) are parties to that certain Senior Secured Promissory Note, dated as of April 14, 2014 (the “**Agreement**”), recorded on April 15, 2014, in the United States Patent and Trademark Office commencing at Reel No. 5260, Frame No. 0311, whereby the Grantor granted to the Lender a security interest in and to the trademarks, trademark registrations and pending applications for registration (the “**Trademarks**”) of Grantor, as identified and/or described in the Agreement; and

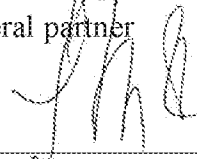
WHEREAS, the Lender now desires to release all of the security interests granted to it in the Agreement including, without limitation, its security interests in those Trademarks identified and/or described in the Annex attached hereto (collectively, the “**Released Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby reassigns, without representation, recourse or warranty whatsoever, to Grantor all of its right, title and interest in and to the Released Trademarks and to the extent that the Agreement created a security interest in such Released Trademarks, the Lender hereby releases, without representation, recourse or warranty whatsoever, such security interest.

This Release of Security Interest in Trademarks shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**MILFAM II L.P.,**  
as Lender

By: **MILFAM LLC**  
its general partner



By: \_\_\_\_\_  
Name: Lloyd I. Miller, III  
Title: Manager

Annex

<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cosi, Inc.	SMART FIT	4978515	6/4/2016
Cosi, Inc.	TASTE TWO	4205573	9/11/2012
Cosi, Inc.	SQUAGEL	4142374	5/15/2012
Cosi, Inc.	DESIGN	3958695	5/10/2011
Cosi, Inc.	DESIGN	3823130	7/20/2010
Cosi, Inc.	LIFE SHOULD BE DELICIOUS	3958694	5/10/2011
Cosi, Inc.	LIFE SHOULD BE DELICIOUS	3823128	7/20/2010
Cosi, Inc.	COSI	3815733	7/6/2010
Cosi, Inc.	GET COSI	3751834	2/23/2010
Cosi, Inc.	DESIGN	3672809	8/25/2009
Cosi, Inc.	RELAX. CATERING BY COSI	3508544	9/30/2008
Cosi, Inc.	HEARTH-BAKED DINNER	3490813	8/19/2008
Cosi, Inc.		3421956	5/6/2008
Cosi, Inc.	COSI CARD	3499558	9/9/2008
Cosi, Inc.	COSI BREAK BAR	3324565	10/30/2007
Cosi, Inc.	COSI PRONTO	3275878	8/7/2007
Cosi, Inc.	SIMPLY GOOD TASTE	3014079	11/8/2005
Cosi, Inc.	COSI	3083592	4/18/2006
Cosi, Inc.	COSI CORNERS	2659348	12/10/2002
Cosi, Inc.	COSI DOWNTOWN	2692768	3/4/2003
Cosi, Inc.	SQUAGELS	2365299	7/4/2000
Cosi, Inc.	XANDO	2340123	4/11/2000
Cosi, Inc.	COSI	2046483	3/18/1997