

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM449272

<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>
U.S. Bank National Association		11/01/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nathan's Famous Systems, Inc.		
<b>Street Address:</b>	One Jericho Plaza, 2nd Floor - Wing A		
<b>City:</b>	Jericho		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11753		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	NF Treachers Corp.		
<b>Street Address:</b>	One Jericho Plaza, 2nd Floor - Wing A		
<b>City:</b>	Jericho		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11753		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2311909		
<b>Registration Number:</b>	1761869	FRANKSTERS	
<b>Registration Number:</b>	1109764	FROM A HOT DOG TO AN INTERNATIONAL HABIT	
<b>Registration Number:</b>	1109763	MORE THAN JUST THE BEST HOT DOG!	
<b>Registration Number:</b>	1926089	NATHAN'S	
<b>Registration Number:</b>	2873605	NATHAN'S	
<b>Registration Number:</b>	1542609	NATHAN'S FAMOUS	
<b>Registration Number:</b>	1926088	NATHAN'S FAMOUS	
<b>Registration Number:</b>	0920871	NATHAN'S FAMOUS INC SINCE 1916	
<b>Registration Number:</b>	1044485	NATHAN'S FAMOUS SINCE 1916	
<b>Registration Number:</b>	1353080	NATHAN'S FAMOUS SINCE 1916	
<b>Registration Number:</b>	1409015	NATHANS SEAFOOD FRANKFURTERS FRENCH FRIE	
<b>Registration Number:</b>	1058629	SINCE 1916 NATHAN'S FAMOUS	
<b>TRADEMARK</b>			

CH \$740.00 2311909

Property Type	Number	Word Mark
Registration Number:	1114599	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1108972	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1203762	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1399724	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1754104	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	2171844	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	2425086	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	4639290	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	4639291	SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1404264	THE ORIGINAL SINCE 1916 NATHAN'S FAMOUS
Registration Number:	1152573	ARTHUR TREACHER'S
Registration Number:	1153509	ARTHUR TREACHER'S
Registration Number:	2314166	ARTHUR TREACHER'S FISH & CHIPS
Registration Number:	1114186	ARTHUR TREACHER'S FISH & CHIPS
Registration Number:	2326026	KRUNCH PUP
Registration Number:	1127121	ORIGINAL

#### CORRESPONDENCE DATA

**Fax Number:** 3122367516

*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:** 312-368-4000

**Email:** debbie.ozment@dlapiper.com

**Correspondent Name:** Keith W. Medansky, Esq.

**Address Line 1:** DLA Piper LLP (US)

**Address Line 2:** P.O. Box 64807

**Address Line 4:** Chicago, ILLINOIS 60664-0807

<b>ATTORNEY DOCKET NUMBER:</b>	246486-17
<b>NAME OF SUBMITTER:</b>	Tracy L. Zawaski, Esq.
<b>SIGNATURE:</b>	/TLZ/
<b>DATE SIGNED:</b>	11/01/2017

#### Total Attachments: 8

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## **RELEASE OF PARITY LIEN TRADEMARK SECURITY AGREEMENT**

This RELEASE OF PARITY LIEN TRADEMARK SECURITY AGREEMENT (this "Release") is made this 1 day of November, 2017, by and among Assignors listed on the signature pages hereof (collectively, jointly and severally, "Assignors" and each individually "Assignor"), and U.S. Bank National Association, a national banking association ("U.S. Bank"), in its capacity as collateral trustee for the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, "Collateral Trustee").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Indenture dated as of March 10, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among Nathan's Famous, Inc., a Delaware corporation ("Issuer"), each of Issuer's Subsidiaries party thereto as Guarantors (such Subsidiaries, together with Issuer, are referred to hereinafter each individually as a "Guarantor" and individually and collectively, jointly and severally, as "Guarantors"), and U.S. Bank, as trustee and as Collateral Trustee, the Issuer agreed to issue certain 10.000% Senior Secured Notes due 2020 (the "Notes") to the purchasers thereof from time to time (the "Holders") pursuant to the terms and conditions thereof;

WHEREAS, the Holders were willing to purchase the Notes as provided for in the Indenture, but only upon the condition, among others, that Assignors executed and delivered to Collateral Trustee, for the benefit of Secured Creditors, that certain Parity Lien Security Agreement, dated as of March 10, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Assignors executed and delivered to Collateral Trustee, for the benefit of the Secured Creditors, that certain Trademark Security Agreement dated as of March 10, 2015 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office at Reel/Frame 5474/0831 on March 10, 2015;

WHEREAS, the Collateral Trustee now desires to release its liens on and security interest in the Trademark Collateral (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Trustee agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.

2. RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Collateral Trustee hereby terminates, releases and discharges all of its liens on and security in the Trademark Collateral, including the Trademark Collateral listed below, and assigns and relinquishes any and all right, title and interest that it may have in or to the Trademark Collateral to the Assignors:

(a) all of Assignors' Trademarks including those referred to on Schedule I attached hereto;

(b) all income, license fees, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present and future infringements, dilutions and other violations thereof and injury to the goodwill associated therewith;

(c) the right to sue or otherwise recover for past, present and future infringements, dilutions and other violations thereof and injury to the goodwill associated therewith; and

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property Contract.

3. Recordation. Collateral Trustee, Assignors, or their respective authorized agents are hereby authorized to record this Release with the United States Patent and Trademark Office.

4. Further Assurances. Collateral Trustee shall take all further actions, and provide to Assignors and their successors, assigns or other legal representatives such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Assignors to more fully and effectively effectuate the release of liens and security interests contemplated hereby.

5. Copies Same as Original. Delivery of an executed copy of this Release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an executed original of this Release. Any party delivering an executed copy of this Release by telefacsimile or other electronic method of transmission also shall deliver an executed original of this Release but the failure to deliver an executed original shall not affect the validity, enforceability, and binding effect of this Release.

6. Construction. Unless the context of this Release clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Release refer to this Release as a whole and not to any particular provision hereof. Section, subsection, clause, schedule, and exhibit references herein are to this Release unless otherwise specified. Any reference in this Release to

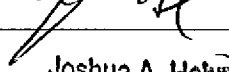
any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured.

7. Governing Law. The validity of this Release, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the state of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

COLLATERAL TRUSTEE  
U.S. BANK NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: \_\_\_\_\_  
Title: Joshua A. Hahn  
Vice President

Signature Page to Release of Parity Lien Trademark Security Agreement

Accepted and Acknowledged by Assignors:

Assignor

NATHAN'S FAMOUS SYSTEMS, INC.

By: 

Name: Ronald G. DeVos

Title: Chief Financial Officer

Assignor

NF TREACHERS CORP.

By: 

Name: Ronald G. DeVos

Title: Chief Financial Officer

Signature Page to Release Of Parity Lien Trademark Security Agreement




**SCHEDULE I**  
to  
**PARITY LIEN TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Assignor	Mark	Application No. / Date	Registration No. / Date
Nathan's Famous Systems, Inc.	Design Only 	75648210 2/25/1999	2311909 1/25/2000
Nathan's Famous Systems, Inc.	FRANKSTERS	74286838 6/22/1992	1761869 3/30/1993
Nathan's Famous Systems, Inc.	FROM A HOT DOG TO AN INTERNATIONAL HABIT!	73188813 11/14/1977	1309768 12/19/1978
Nathan's Famous Systems, Inc.	MORE THAN JUST THE BEST HOT DOGS!	73188337 11/14/1977	1309763 12/19/1978
Nathan's Famous Systems, Inc.	NATHAN'S	74567518 8/30/1994	1926089 10/10/1995
Nathan's Famous Systems, Inc.	NATHAN'S	76496560 3/10/2003	2873605 8/17/2004
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS 	73699216 11/30/1997	1582609 6/6/1999
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS	74567517 8/30/1994	1926088 10/10/1995
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS INC SINCE 1916 	72346638 12/18/1969	920871 9/21/1971
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS SINCE 1916 	73062669 9/10/1975	1044885 7/20/1976
Nathan's Famous Systems, Inc.	NATHAN'S FAMOUS SINCE 1916	73465247 2/13/1984	1353080 8/6/1985
Nathan's Famous Systems, Inc.	NATHAN'S SEAFOOD FRANKFURTERS FRENCH FRIES 	73569619 11/21/1985	1409015 9/9/1986
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS	73086231 5/6/1976	1058629 2/8/1977



			
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS	73148470 11/14/1977	1114599 3/6/1979
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS	73148551 11/14/1977	1108972 12/12/1978
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	73305454 4/13/1981	1203762 8/3/1982
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	73560243 9/26/1985	1399724 7/1/1986
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	74290324 7/1/192	1754104 2/23/1993
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	75184261 10/21/1996	2171844 7/7/1998
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	75892823 1/11/2000	2425886 1/30/2001
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	85868494 3/6/2013	4639290 11/18/2014
Nathan's Famous Systems, Inc.	SINCE 1916 NATHAN'S FAMOUS 	85868509 3/6/2013	4639291 11/18/2014
Nathan's Famous Systems, Inc.	THE ORIGINAL SINCE 1916 NATHAN'S FAMOUS 	73560244 9/26/1985	1404264 8/5/1986
NF Treachers Corp.	ARTHUR TREACHER'S 	73234798 7/25/1979	1152573 4/28/1981

NF Treachers Corp.	ARTHUR TREACHER'S 	73224797 7/25/1979	1153509 5/3/1981
NF Treachers Corp.	ARTHUR TREACHER'S FISH & CHIPS 	75605803 12/15/1998	2314166 2/1/2000
NF Treachers Corp.	ARTHUR TREACHER'S FISH & CHIPS 	73131381 6/23/1977	1114186 2/27/1979
NF Treachers Corp.	KRUNCH PUP	75625570 1/22/1999	2326026 3/7/2000
NF Treachers Corp.	ORIGINAL	73155455 1/16/1978	1127121 11/27/1979