

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450383

<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>
Antares Capital LP, as Successor Agent		11/08/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VPC Pizza IP, LLC		
<b>Street Address:</b>	227 West Monroe St.		
<b>Internal Address:</b>	Suite 3900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1160481	GIORDANO'S	
<b>Registration Number:</b>	2824400	GIORDANO' S	
<b>Registration Number:</b>	4402032	FAMOUS STUFFED PIZZA. FRESH ITALIAN.	
<b>Registration Number:</b>	4411249	GIORDANO'S	
<b>Registration Number:</b>	4480079	THE 1	
<b>Registration Number:</b>	4669710	G CATERING + EVENTS	
<b>Serial Number:</b>	86429749	GIORDANO'S NORTHSIDE ITALIAN BEEF	
<b>Serial Number:</b>	86429761	GIORDANO'S SOUTHSIDE ITALIAN BEEF	
<b>Serial Number:</b>	86432525	FLATBED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	3126097777		
<b>Email:</b>	acurley@vedderprice.com		
<b>Correspondent Name:</b>	Angelique Curley		
<b>Address Line 1:</b>	222 N. LaSalle Street		
<b>Address Line 2:</b>	Vedder Price		

CH \$240.00 1160481

<b>Address Line 4:</b>	Chicago, ILLINOIS 60601
<b>ATTORNEY DOCKET NUMBER:</b>	44185.00.0132
<b>NAME OF SUBMITTER:</b>	Angelique Curley
<b>SIGNATURE:</b>	/Angelique Curley/
<b>DATE SIGNED:</b>	11/09/2017
<b>Total Attachments: 4</b> source=Giordano's_Release_of_Security_Interest_Trademarks#page1.tif source=Giordano's_Release_of_Security_Interest_Trademarks#page2.tif source=Giordano's_Release_of_Security_Interest_Trademarks#page3.tif source=Giordano's_Release_of_Security_Interest_Trademarks#page4.tif	

**RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release"), dated as of November 8, 2017, is made by Antares Capital LP, Delaware limited partnership (as successor agent to General Electric Capital Corporation, in its capacity as Administrative Agent) (the "Agent"), pursuant to the Credit Agreement dated as of March 20, 2015 (as amended, supplemented, and/or modified from time to time, the "Credit Agreement") and the Guaranty and Security Agreement dated as of March 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

**WITNESSETH**

WHEREAS, VPC Pizza IP, LLC (the "Grantor") is a party to the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor executed and delivered to the Agent that certain Trademark Security Agreement dated as of March 20, 2015 (the "Trademark Security Agreement") and recorded with the United States Patent and Trademark Office on October 23, 2015 at Reel 5483, Frame 0699 pursuant to which the Grantor granted to the Agent a security interest in its Trademarks (as defined in the Trademark Security Agreement); and

WHEREAS, as of the date hereof, all of the obligations secured by the security interest granted under the Trademark Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, the Grantor has requested that the Agent release its lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in and to the Trademarks, including the trademark registrations and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Agent may have obtained in, to and under the Trademarks under the Credit Agreement and the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

**ANTARES CAPITAL LP, as**  
Agent



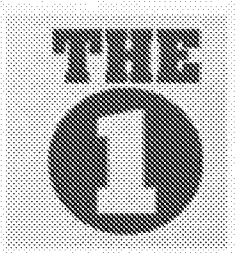



By: \_\_\_\_\_

Name: Meenal Mehta

Title: Duly Authorized Signatory

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**  
**TRADEMARKS**

TRADEMARK	REG. NO.	REGISTRATION DATE
GIORDANO'S & Design 	1,160,481	July 7, 1981
GIORDANO'S	2,824,400	March 23, 2004
FAMOUS STUFFED PIZZA. FRESH ITALIAN.	4,402,032	September 10, 2013
GIORDANO'S & Design 	4,411,249	October 1, 2013
THE 1 & Design 	4,480,079	February 11, 2014

<p>G CATERING &amp; EVENTS (Stylized)</p> 	4669710	January 13, 2015
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**U.S. PENDING TRADEMARK APPLICATIONS**

TRADEMARK	APP. NO.	FILING DATE
GIORDANO'S NORTHSIDE ITALIAN BEEF	86/429,749	October 21, 2014
GIORDANO'S SOUTHSIDE ITALIAN BEEF	86/429,761	October 21, 2014
DESIGN ONLY	86/432,525	October 23, 2014