# CH \$140.00 295184

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456268

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP (a successor to General Electric Capital Corporation)		12/27/2017	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Boston Culinary Group, Inc.	
Street Address:	2187 Atlantic Street	
City:	Stamford	
State/Country:	CONNECTICUT	
Postal Code:	06902	
Entity Type:	Corporation: WISCONSIN	

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2951840	BCG
Registration Number:	2958822	BOSTON CULINARY GROUP
Registration Number:	3887295	EVERGLADES BBQ COMPANY
Registration Number:	1758946	DISTINCTIVE GOURMET
Registration Number:	2324853	THE BATTER'S EYE

# CORRESPONDENCE DATA

**Fax Number:** 2156562498

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:** 215-656-3381

**Email:** pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	William L. Bartow	
SIGNATURE:	/williamlbartow/	
DATE SIGNED:	12/29/2017	

TRADEMARK REEL: 006238 FRAME: 0979

# **Total Attachments: 4**

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### TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of December 27, 2017, by Antares Capital LP (a successor to General Electric Capital Corporation ("General Electric")), as Agent ("Secured Party"), in favor of Boston Culinary Group, Inc. ("Grantor"), for the Lenders and the other Secured Parties. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Grantor and General Electric were parties to (i) that certain Guaranty and Security Agreement dated as of October 16, 2012 (the "Security Agreement") and (ii) that certain Trademark Security Agreement dated as of October 16, 2012 (the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest to General Electric, for the ratable benefit of all of the Secured Parties, in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Parties:

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 17, 2012, at Reel 4882, Frame 0956;

WHEREAS, the Trademark Security Agreement was assigned from General Electric to Secured Party pursuant to that certain Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (the "Assignment"). The Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on September 8, 2015, at Reel 5617, Frame 0987;

WHEREAS, Grantor has requested that Secured Party execute this Trademark Release to evidence the release of its security interest in Trademark Collateral and the reassignment of any and all rights Secured Party may have in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party, on behalf of all of the Secured Parties, hereby releases, terminates and discharges its security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "<u>Trademarks Collateral</u>"):
  - (a) all of its Trademarks (other than Excluded Property), including, without limitation, those referred to on **Schedule 1** hereto;
    - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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- 2. Secured Party, on behalf of all of the Secured Parties, hereby reassigns and conveys to Grantor, without any representation or recourse by Secured Party, any and all right, title and interest Secured Party may have in and to the Trademark Collateral.
- 3. This Trademark Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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TRADEMARK REEL: 006238 FRAME: 0982 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP

Name:

Daniel Landis

Title:

Its Duly Authorized Signatory

Daniel F. Fander

REEL: 006238 FRAME: 0983

# SCHEDULE 1

# **Trademark Registrations and Applications**

Owner	Trademark	Application	Application	Registration #	Registration
Boston	BCG	# 78/418957	<b>Date</b> 14 May 2004	2951840	<b>Date</b> 17 May 2005
	BCG	/0/41093/	14 May 2004	2931040	1 / Way 2003
Culinary					
Group, Inc.	DOCTON	70/412062	0234 2004	2050022	2135 2007
Boston	BOSTON	78/412062	03 May 2004	2958822	31 May 2005
Culinary	CULINARY				
Group, Inc.	GROUP				
Boston	EVERGLADES	77/763152	18 June 2009	3887295	07 Dec 2010
Culinary	BBQ				
Group, Inc.	COMPANY				
Boston	DISTINCTIVE	74/270313	28 Apr 1992	1758946	16 Mar 1993
Culinary	GOURMET				
Group, Inc.					
Boston	THE BATTER'S	75,409304	22 Dec 1997	2324853	29 Feb 2000
Culinary	EYE				
Group, Inc.					

**RECORDED: 12/29/2017** 

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