

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN CAPITAL AGENT SERVICES, LLC, AS AGENT		01/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGANS, INC.		
Street Address:	909 Rhode Island Avenue, NE		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20018		
Entity Type:	Corporation: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5052619	JIMMIE MUSCATELLO'S	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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>			
Phone:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	101310.268538		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	02/05/2018		
Total Attachments: 4			
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OP \$40.00 5052619

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Release”), effective as of January 31, 2018 is made by American Capital Agent Services, LLC, in its capacity as agent (referred to herein as the “Agent”), in favor of Morgans, Inc., a District of Columbia corporation (the “Company”), pursuant to that certain Second Lien Pledge and Security Agreement, dated as of December 30, 2015 (as amended or modified from time to time, the “Security Agreement”), among the Company, the Agent and the other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Notice of Grant of a Security Interest – Trademarks, dated as of December 16, 2016, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Credit Parties a lien on and a continuing security interest in all right, title and interest of the Company in, to and under the Trademarks (other than intent-to-use trademark applications that constitute Excluded Property), together with, among other things, the goodwill of the business symbolized by the Trademarks, including as set forth on Schedule A hereto (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on December 20, 2016, at Reel/Frame No. 5940 / 0381; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

[Signature Follows On Next Page]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

AMERICAN CAPITAL AGENT SERVICES, LLC,
as Agent

By: _____
Name:
Title:

Mitchell Goldstein
Authorized Signatory

[Signature Page -- Notice of Release of Security Interest in Trademark Rights in Favor of
Morgans, Inc.]

TRADEMARK
REEL: 006265 FRAME: 0420

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
JIMMIE MUSCATELLO'S	86726816	August 17, 2015	5,052,619	October 4, 2016