

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association (successor to Wachovia Bank, National Association), as Agent		03/21/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Qdoba Restaurant Corporation		
Street Address:	9330 Balboa Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76537807		
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0482		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		
DATE SIGNED:	03/21/2018		
Total Attachments: 4			
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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of March 21, 2018 is made by WACHOVIA BANK, NATIONAL ASSOCIATION as predecessor in interest to WELLS FARGO BANK, NATIONAL ASSOCIATION, with offices at 301 South College Street, 5th Floor, Charlotte, North Carolina 28288 (referred to herein as the “Agent”), in favor of QDOBA RESTAURANT CORPORATION, a Colorado corporation, having its chief executive office at 9330 Balboa Avenue, San Diego, CA 92123 (the “Grantor”), pursuant to that certain Collateral Agreement, dated as of January 22, 2003 (as supplemented by that Joinder Agreement dated as of February 21, 2003, and reaffirmed by a Reaffirmation Agreement and Master Amendment dated as of January 8, 2004, and as may be further amended or modified from time to time, the “Collateral Agreement”), among the Grantor, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Grantor executed and delivered the Assignment of Security Interest in United States Patents and Trademarks, dated as of January 8, 2004 in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the other Secured Parties a security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (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 March 5, 2004, at Reel/Frame No. 2805/0071; 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 Grantor, as follows:

SECTION 1. 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 Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby terminate, cancel and release its lien and security interest in, and right of setoff against, all of the Grantor’s right, title and interest in, to and under the Released Trademarks and the Agent hereby re-assigns to the Grantor any right, title or interest it may have in or to the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO, and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Released Trademarks.

SECTION 5. 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.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow 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.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION (successor to Wachovia Bank,
National Association)**

By: 
Name: **Darcy McLaren**
Title: **Director**

SCHEDULE 1

TRADEMARKS

Trademark	Country	Registration Number	Filing Date
CACTUS BUTTON DESIGN	USA	76/537807	08/15/2003