

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.	FORMERLY RBS Citizens, N.A.	06/27/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Barteca Restaurants, LLC		
Street Address:	22 ELIZABETH STREET		
City:	NORWALK		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4725712	BARCELONA	
Registration Number:	3790015		
Registration Number:	4352284	BARTACO	
Registration Number:	4352285	BARTACO	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	215470/1		
NAME OF SUBMITTER:	Christine McLellan		
SIGNATURE:	/Christine McLellan/		
DATE SIGNED:	06/27/2018		
Total Attachments: 4			

CH \$115.00 4725712

source=Trademark Release Executed#page1.tif

source=Trademark Release Executed#page2.tif

source=Trademark Release Executed#page3.tif

source=Trademark Release Executed#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 27, 2018, by Citizens Bank, N.A. (formerly known as RBS Citizens, N.A.), as Administrative Agent ("Administrative Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of December 31, 2013, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), Barteca Restaurants, LLC, a Delaware limited liability company (the "Grantor"), agreed to guaranty the Obligations of the Borrowers; and

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement dated as of December 31, 2013 (the "Trademark Security Agreement");, pursuant to which Grantor, by reference to the Guaranty and Security Agreement, granted a Lien on and security interest in, all of its right, title and interest in, to and under certain Trademark Collateral (as defined below, including the Trademarks set forth on Schedule A attached hereto);

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on December 31, 2013, at Reel 5183, Frame 0885; and

WHEREAS, Grantor has requested and the Administrative Agent has agreed to release the entirety of its Lien on and security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration including the satisfaction of all indebtedness and other obligations secured by the Trademark Collateral pursuant to the Guaranty and Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent states as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Lien on and security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "Trademark Collateral"):

- (i) all of Grantor's Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A attached hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

2. Reassignment and Authorization. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office at the expense of the Credit Parties.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Lien and security interest contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CITIZENS BANK, N.A.

By: 

Name: Steve O'Sullivan

Title: Senior Vice President

Trademark Release

TRADEMARK
REEL: 006365 FRAME: 0853

SCHEDULE A

TRADEMARKS AND APPLICATIONS

Mark	Country	App. No. App. Date	Reg. No. Reg. Date	Owner
BARCELONA (Stylized) barcelona	U.S. Federal	77819187 03-SEP-2009	4725712 28-APR-2015	Barteca Restaurants, LLC
Design Only 	U.S. Federal		3790015 18-MAY-2010	Barteca Restaurants, LLC
bartaco (standard character mark) bartaco	U.S. Federal		4352284 18-JUN-2013	Barteca Restaurants, LLC
bartaco (design plus words)	U.S. Federal		4352285 18-JUN-2013	Barteca Restaurants, LLC