

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 5929 / Frame 0433)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		10/01/2018	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Restaurant Technologies, Inc.		
Street Address:	2250 Pilot Knob Road		
Internal Address:	Suite 100		
City:	Mendota Heights		
State/Country:	MINNESOTA		
Postal Code:	55120		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4086765	GLOBAL TIER	
Registration Number:	3997753	SMART. SAFE. GREEN.	
Registration Number:	3997757	SMART. SAFE. GREEN.	
Registration Number:	3997758	RTI	
Registration Number:	3997759	RTI	
Registration Number:	3997761	RTI	
Registration Number:	3997763	RTI	
Registration Number:	4072154	TOTAL OPERATIONS MANAGEMENT	
Registration Number:	4161907	SMART. SAFE. GREEN.	
Registration Number:	4143698	RTI	
Registration Number:	4206803	RTI	
Registration Number:	4143699	RTI	
Registration Number:	4206804	RTI	
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.	
Registration Number:	2529512	RTI	
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.	
Registration Number:	4054260	AUTOMIST	
Serial Number:	87189261	R	

OP \$515.00 4086765

Property Type	Number	Word Mark
Serial Number:	87189268	R
Serial Number:	87195293	R

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 10/02/2018

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Antares Capital LP

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 1, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Release (Reel 5929 / Frame 0433)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Restaurant Technologies, Inc.

Street Address: 2250 Pilot Knob Road, Suite 100

City: Mendota Heights

State: MN

Country: USA Zip: 55120

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware, USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
 see attached Schedule A

B. Trademark Registration No.(s) _____
 see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.717 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Doris Ka* _____

October 2, 2018

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of October 1, 2018, is made by ANTARES CAPITAL LP, as administrative agent (the “Agent”) in favor of RESTAURANT TECHNOLOGIES, INC., a Delaware corporation (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the First Lien Guaranty and Security Agreement (as defined below), the Credit Agreement (as defined in the First Lien Guaranty and Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Guaranty and Security Agreement, dated as of November 23, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “First Lien Guaranty and Security Agreement”), the Grantor executed a Trademark Security Agreement, dated as of November 23, 2016 (the “Trademark Security Agreement”), by and among the Grantor, the other grantors from time to time party thereto and the Agent, which was recorded in the United States Patent and Trademark Office at Trademark Reel 5929, Frame 0433, pursuant to which the Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Credit Agreement, the First Lien Guaranty and Security Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, in each case, as provided herein.

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

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby.

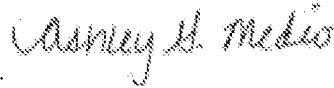
4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ANTARES CAPITAL LP, as Agent






By: _____



Name: Ashley Medio _____

Its: Duly Authorized Signatory

SCHEDULE A
TO
FIRST LIEN TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Owner/Applicant	Registration No.	Registration Date
GLOBAL TIER	Restaurant Technologies, Inc.	4086765	1/17/12
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	3997753	7/19/11
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	3997757	7/19/11
RTI & Design 	Restaurant Technologies, Inc.	3997758	7/19/11
RTI & Design 	Restaurant Technologies, Inc.	3997759	7/19/11
RTI	Restaurant Technologies, Inc.	3997761	7/19/11
RTI	Restaurant Technologies, Inc.	3997763	7/19/11
TOTAL OPERATIONS MANAGEMENT	Restaurant Technologies, Inc.	4072154	12/13/11
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	4161907	6/19/12
RTI & Design 	Restaurant Technologies, Inc.	4143698	5/15/12

Mark	Owner/Applicant	Registration No.	Registration Date
RTI & Design 	Restaurant Technologies, Inc.	4206803	9/11/12
RTI	Restaurant Technologies, Inc.	4143699	5/15/12
RTI	Restaurant Technologies, Inc.	4206804	9/11/12
RESTAURANT TECHNOLOGIES, INC.	Restaurant Technologies, Inc.	2801721	1/06/04
RTI & Design 	Restaurant Technologies, Inc.	2529512	1/15/02
RESTAURANT TECHNOLOGIES, INC.	Restaurant Technologies, Inc.	2663675	12/17/02
AUTOMIST	Restaurant Technologies, Inc.	4054260	11/08/11

2. TRADEMARK APPLICATIONS

Mark	Owner/Applicant	Application No.	Appl. Date
R Design 	Restaurant Technologies, Inc.	87189261	9/30/16
R Design 	Restaurant Technologies, Inc.	87189268	9/30/16
R Design 	Restaurant Technologies, Inc.	87195293	10/06/16