

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524869

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		05/23/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PAPA MURPHY'S INTERNATIONAL LLC		
Street Address:	8000 N.E. PARKWAY DRIVE, SUITE 350		
City:	VANCOUVER		
State/Country:	WASHINGTON		
Postal Code:	98662		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2736495	A FRESH WAY OF MAKING PIZZA.	
Serial Number:	86166699	A FRESH WAY OF MAKING PIZZA	
Serial Number:	85938889	C.Y.O. CREATE YOUR OWN	
Registration Number:	2186254	DELITE	
Registration Number:	3339186	DELITE	
Registration Number:	4451217	FAVES	
Registration Number:	2815887	HAND MADE HOME BAKED	
Registration Number:	4137870	HANDMADE. HOME BAKED.	
Registration Number:	4145311	HANDMADE. HOME BAKED.	
Registration Number:	4222983	HEARTBAKER	
Registration Number:	4157809	JOIN THE TAKE 'N' BAKE REVOLUTION	
Registration Number:	3676208	MAKE IT A MEAL	
Registration Number:	4164027	MINI MURPH	
Registration Number:	1609982	MURPHY'S PIZZA	
Registration Number:	3211275		
Registration Number:	3405204		
Registration Number:	1837441	PAPA ALDO'S	
Registration Number:	1983341	PAPA MURPHY'S	
Registration Number:	2875107	PAPA MURPHYS HAND MADE HOME BAKED	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3961116	PAPA MURPHY'S PIZZA
Registration Number:	4131041	PAPA MURPHY'S PIZZA
Registration Number:	3148456	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148460	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3192303	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148457	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148464	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148461	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	1447787	PAPA'S FAVORITE
Registration Number:	2924995	PAPA-RONI
Registration Number:	3518907	WE CAN DO THAT

CORRESPONDENCE DATA

Fax Number: 7037607777

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: 7037607360

Email: hcheng@mofo.com

Correspondent Name: Hsiao-Ting Cheng

Address Line 1: 1650 Tysons Boulevard

Address Line 2: Morrison & Foerster LLP

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	16483-1
NAME OF SUBMITTER:	Jenepher Schulte
SIGNATURE:	/Jenepher Schulte/
DATE SIGNED:	05/23/2019

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of May 23, 2019 and granted by WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (as successor to Antares Capital LP (as successor to General Electric Capital Corporation)) (in such capacity, the “**Administrative Agent**”), in favor of PAPA MURPHY’S INTERNATIONAL LLC, a Delaware limited liability company (the “**Grantor**”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of August 28, 2014 (the “**Guaranty and Security Agreement**”), and that certain Trademark Security Agreement dated as of August 28, 2014 (the “**Trademark Security Agreement**” and together with the Guaranty and Security Agreement, the “**Security Agreements**”), the Grantor granted to Administrative Agent, on behalf of the Secured Parties (as defined in the Guaranty and Security Agreement), a security interest in and to certain collateral, including all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 29, 2014 at Reel Frame 5354/0579;

WHEREAS, pursuant to the Omnibus Agency Transfer Agreement and the Assignment of Intellectual Property Security Agreement (the “**IP Security Interest Assignment Agreement**”), each dated as of August 21, 2015 and entered into among General Electric Capital Corporation and Antares Capital LP, General Electric Capital Corporation assigned to Antares Capital LP all of its rights, remedies, duties and other obligations under the Security Agreements;

WHEREAS, the IP Security Interest Assignment Agreement was recorded with the United States Patent and Trademark Office on October 5, 2015 at Reel Frame 5637/0273;

WHEREAS, pursuant to the Successor Agent Agreement dated as of May 19, 2016 entered into by and among Antares Capital LP, Wells Fargo Bank, National Association, the Required Lenders (as defined in the Successor Agent Agreement), and PMI Holdings, Inc. (the “**Successor Agent Agreement**”), Antares Capital LP resigned as administrative agent and was succeeded to and replaced by Wells Fargo Bank, National Association;

WHEREAS, in connection with the Successor Agent Agreement, the Notice of Succession of Agency (Intellectual Property), dated May 19, 2016, was recorded with the United States Patent and Trademark Office on May 20, 2016 at Reel Frame 5798/0125; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent may have in the Trademark Collateral, including, without limitation, the Trademarks (as defined in the Trademark Security Agreement) identified in Schedule 1 hereto, pursuant to the Security Agreements.

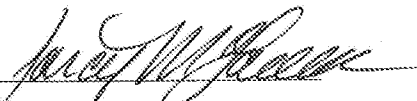
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states and agrees as follows:

1. Release of Security Interest. Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor in, to and under the Trademark Collateral, including, without limitation, that Trademarks identified in Schedule 1 hereto.
2. Further Assurances. Administrative Agent hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

[SIGNATURE PAGE FOLLOWS]

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the Administrative Agent



By: 

Name: **Darcy McLaren**



Title: **Director**

SCHEDULE 1

TRADEMARKS

Mark	Example	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
A FRESH WAY OF MAKING PIZZA	Words	United States	76/449969	9/16/2002	2,736,495	7/15/2003
A FRESH WAY OF MAKING PIZZA	Words	United States	86166699	1/15/2014		
C.Y.O. CREATE YOUR OWN		United States	85/938889	5/21/2013		
deLITE		United States	75/049890	1/29/1996	2,186,254	9/1/1998
DELITE	Words	United States	77/166876	4/26/2007	3,339,186	11/20/2007
FAVES	Words	United States	85/920760	5/1/2013	4,451,217	12/17/2013
HANDMADE HOME BAKED	Words	United States	76/450664	9/18/2002	2835887 Supp Reg	2/17/2004
HANDMADE HOME BAKED	Words	United States	85/291726	4/11/2011	4,137,870	5/8/2012
HANDMADE HOME BAKED	Words	United States	85/292262	4/11/2011	4,145,311	5/22/2012
HEARTBAKER	Words	United States	85/380454	7/25/2011	4,222,983	10/9/2012
JOIN THE TAKE 'N' BAKE REVOLUTION	Words	United States	85/451,472	10/19/2011	4,157,809	6/12/2012
MAKE IT A MEAL	Words	United States	77673193	2/18/2009	3,676,208	9/1/2009
MINI MURPH	Words	United States	85/451,478	10/19/2011	4,164,027	6/26/2012

Mark	Example	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
MURPHY'S PIZZA	Words	United States	73/834845	10/30/1989	1,609,982	8/14/1990
OPEN OVEN DESIGN		United States	78/871519	4/27/2006	3,211,275	2/20/2007
OPEN OVEN DESIGN B&W		United State	77289033	8/28/2007	3,405,204	4/1/2008
PAPA ALDO'S	Words	United States	74/398644	6/7/1993	1,887,441	5/24/1994
PAPA MURPHY'S	Words	United States	74/525,546	5/17/1994	1,983,341	7/2/1996
PAPA MURPHY'S HAND MADE HOME BAKED		United States	78/321855	10/31/2003	2,875,107	8/17/2004
PAPA MURPHY'S PIZZA (black & white with design)		United States	85/109,299	8/17/2010	3,961,116	5/17/2011
PAPA MURPHY'S PIZZA (color with design)		United States	85/373,794	7/18/2011	4,131,041	4/24/2012
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)		United States	78/732882	10/13/2005	3,148,456	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)		United States	78/732994	10/13/2005	3,148,460	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)	Words	United States	78/733017	10/13/2005	3,192,303	1/2/2007

Mark	Example	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (with design)		United States	78/732933	10/13/2005	3,148,457	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (standard characters)	Words	United States	78/733027	10/13/2005	3,148,464	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)		United States	78/733008	10/13/2005	3,148,461	9/26/2006
PAPA'S FAVORITE	Words	United States	73/596,946	5/5/1986	1,447,787	
PAPA-RONI	Words	United States	78/268908	6/30/2003	2,924,995	2/8/2005
WE CAN DO THAT	Words	United States	77/120369	3/1/2007	3,518,907	10/21/2008