

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526293

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|-----------------------------------|--|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5207/0945 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sun Market Dining, LLC | | 06/03/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Boston Market Corporation | | |
| Street Address: | 14103 Denver West Parkway | | |
| City: | Golden | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80401 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2029513 | | |
| Registration Number: | 1996529 | BOSTON | |
| Registration Number: | 1997941 | BOSTON CARVER | |
| Registration Number: | 2066383 | BOSTON CARVER SANDWICHES | |
| Registration Number: | 1819092 | BOSTON CHICKEN | |
| Registration Number: | 1628747 | BOSTON CHICKEN | |
| Registration Number: | 1615277 | | |
| Registration Number: | 1865024 | BOSTON CHICKEN ROTISSERIE | |
| Registration Number: | 3511498 | BOSTON MARKET | |
| Registration Number: | 3575574 | BOSTON MARKET | |
| Registration Number: | 1940179 | BOSTON MARKET | |
| Registration Number: | 1963578 | BOSTON MARKET | |
| Registration Number: | 2181724 | BOSTON MARKET | |
| Registration Number: | 2248593 | BOSTON MARKET | |
| Registration Number: | 1982175 | BOSTON MARKET | |
| Registration Number: | 2102511 | BOSTON MARKET | |
| Registration Number: | 2161437 | BOSTON MARKET | |
| Registration Number: | 2031466 | BOSTON MARKET HOME STYLE MEALS | |

CH \$815.00 2029513

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 2131807 | |
| Registration Number: | 2453391 | BOSTONMARKET.COM |
| Registration Number: | 2139128 | |
| Registration Number: | 2156874 | |
| Registration Number: | 2005962 | CHICKEN CARVER |
| Registration Number: | 1942467 | |
| Registration Number: | 1191424 | MARKET |
| Registration Number: | 2005963 | MEAT LOAF CARVER |
| Registration Number: | 3486363 | |
| Registration Number: | 2138602 | PEOPLE PAGES |
| Registration Number: | 1878751 | ROTISSERIE |
| Registration Number: | 2237987 | |
| Registration Number: | 2005964 | TURKEY CARVER |
| Registration Number: | 3931742 | GOODNESS IS SERVED |

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 22629-2-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 06/04/2019

Total Attachments: 5

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RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Release of Intellectual Property Security Agreement (this "Trademark Release") is made with reference to the Third Lien Trademark Security Agreement dated December 16, 2013 (the "Trademark Security Agreement") by and between Sun Market Dining, LLC ("Agent") and Boston Market Corporation, a Delaware corporation ("Grantor").

WHEREAS Grantor and Agent entered into that certain Third Lien Guaranty and Security Agreement, dated as of December 16, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement or Trademark Security Agreement, as applicable).

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor and Agent entered into the Trademark Security Agreement, in each case, pursuant to which Grantor granted a continuing security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Exhibit A hereto.

WHEREAS the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 4, 2014, Reel 5207 at Frame 0945.

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

1. Agent hereby releases its continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively the "Trademark Collateral"):

- (i) all of Grantor's Trademarks including those Trademarks referred to on Exhibit A;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all produces and proceeds (as the term is defined in the code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement of any Trademark, including the right to receive damages and (ii) injury to the goodwill associated with any Trademark.

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

3. Agent hereby acknowledges and agrees that the Guaranty and Security Agreement and the Trademark Security Agreement has been terminated and that all of the rights and interests of Agent thereunder have been terminated, including, without limitation, all of the rights and interests of Agent in and to the Trademark Collateral.

Dated: June 3, 2019

SUN MARKET DINING FINANCE, LLC

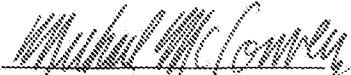
By: 
Name: Michael McConvery
Title: Vice President

Exhibit A

SCHEDULE I

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. |
|---------------------------|----------------|--------------------------------------|--|
| Boston Market Corporation | United States | Awning Design | 2029513 |
| Boston Market Corporation | United States | Boston | 1996529 |
| Boston Market Corporation | United States | Boston Carver | 1997941 |
| Boston Market Corporation | United States | Boston Carver Sandwiches and Design | 2066383 |
| Boston Market Corporation | United States | Boston Chicken | 1819092 |
| Boston Market Corporation | United States | Boston Chicken | 1628747 |
| Boston Market Corporation | United States | Boston Chicken Logo (Chicken Design) | 1615277 |
| Boston Market Corporation | United States | Boston Chicken Rotisserie and Design | 1865024 |
| Boston Market Corporation | United States | Boston Market | 3511498 |
| Boston Market Corporation | United States | Boston Market | 3575574 |
| Boston Market Corporation | United States | Boston Market | 1940179 |
| Boston Market Corporation | United States | Boston Market | 1963578 |
| Boston Market Corporation | United States | Boston Market | 2181724 |

| Grantor | Country | Mark | Application/ Registration No. |
|---------------------------|----------------|---|--|
| Boston Market Corporation | United States | Boston Market | 2248593 |
| Boston Market Corporation | United States | Boston Market and Design | 1982175 |
| Boston Market Corporation | United States | Boston Market and Design | 2102511 |
| Boston Market Corporation | United States | Boston Market and Store Front Design | 2161437 |
| Boston Market Corporation | United States | Boston Market Home Style Meals and Design | 2031466 |
| Boston Market Corporation | United States | Boston Market Logo | 2131807 |
| Boston Market Corporation | United States | BOSTONMARKET.COM | 2453391 |
| Boston Market Corporation | United States | Carver Design | 2139128 |
| Boston Market Corporation | United States | Carver Design | 2156874 |
| Boston Market Corporation | United States | Chicken Carver | 2005962 |
| Boston Market Corporation | United States | Logo (Outline) | 1942467 |
| Boston Market Corporation | United States | Market | 1191424 |
| Boston Market Corporation | United States | Meat Loaf Carver | 2005963 |
| Boston Market Corporation | United States | Oval Design | 3486363 |
| Boston Market Corporation | United States | People Pages | 2138602 |
| Boston Market Corporation | United States | Rotisserie and Design | 1878751 |

| Grantor | Country | Mark | Application/ Registration No. |
|---------------------------|----------------------------|--------------------|--|
| Boston Market Corporation | United States | Store Front Design | 2237987 |
| Boston Market Corporation | United States | Turkey Carver | 2005964 |
| Boston Market Corporation | United States | Goodness Is Served | 3931742 |
| Boston Market Corporation | United States (California) | Boston | 045727 |
| Boston Market Corporation | United States (Colorado) | Boston | 951135623M |
| Boston Market Corporation | United States (Florida) | Boston | T96000000007 |
| Boston Market Corporation | United States (Illinois) | Boston | 080111 |
| Boston Market Corporation | United States (Minnesota) | Market | 7024 |
| Boston Market Corporation | United States (Texas) | Boston | 5529617 |