

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533824

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|---|---|-------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Release and Reassignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANTARES CAPITAL LP | | 12/07/2018 | Limited Partnership: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | INTERSTATE OPERATING COMPANY, LP | | |
| Street Address: | 4501 North Fairfax Drive | | |
| City: | Arlington | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22203 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1338517 | DORAL | |
| Registration Number: | 1609083 | DORAL | |
| Registration Number: | 4284072 | PLATE & VINE | |
| Registration Number: | 4167573 | CITRONELLE | |
| Registration Number: | 4697260 | BIG CITY BURGER COMPANY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | jbraibanti@paulweiss.com, lfranco@paulweiss.com | | |
| Correspondent Name: | Jill C. Braibanti | | |
| Address Line 1: | Paul Weiss Rifkind Wharton & Garrison LLP | | |
| Address Line 2: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019-6064 | | |
| ATTORNEY DOCKET NUMBER: | 21596-08 | | |
| NAME OF SUBMITTER: | Jill C. Braibanti | | |
| SIGNATURE: | /Jill C. Braibanti/ | | |
| DATE SIGNED: | 07/26/2019 | | |
| Total Attachments: 4 | | | |

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 7, 2018, by ANTARES CAPITAL LP, as administrative agent for the Secured Parties (in such capacity, the “Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, INTERSTATE OPERATING COMPANY, LP, a Delaware limited partnership (“Grantor”), and Agent were parties to that certain Trademark Security Agreement dated as of May 3, 2016 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for the Secured Obligations of Grantor owing to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 3, 2016, at Reel 5784, Frame 0670; and

WHEREAS, Grantor has requested that Agent terminate and release its security interest in and liens on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent hereby terminates, releases and discharges its continuing security interest in and liens on Grantor’s entire right, title and interest in and to any collateral in respect of which a security interest was granted to Agent under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);
- (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. 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 Trademarks and the Trademark Collateral.


3. This Trademark Release and Reassignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

4. This Trademark Release and Reassignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Release and Reassignment by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

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

ANTARES CAPITAL LP

By: 
Name: Joshua Becker
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Registrations

U.S. REGISTERED TRADEMARKS

| No. | Owner | Trademark | Class | Country | Reg. Number | Serial Number | Filing Date | Reg. Date |
|-----|------------------------------------|-------------------------|------------|---------------|-------------|---------------|-------------|-----------|
| 1. | Interstate Operating Company, L.P. | DORAL | 42 | United States | 1,338,517 | 73/500,879 | 9/24/1984 | 5/28/1985 |
| 2. | Interstate Operating Company, L.P. | DORAL | 18, 25, 28 | United States | 1,609,083 | 73/783,853 | 3/1/1989 | 8/7/1990 |
| 3. | Interstate Operating Company, L.P. | PLATE & VINE | 43 | United States | 4,284,072 | 85/608,054 | 4/25/2012 | 1/29/2013 |
| 4. | Interstate Operating Company, L.P. | CITRONELLE | 43 | United States | 4,167,573 | 85/463,721 | 11/3/2011 | 7/3/2012 |
| 5. | Interstate Operating Company, L.P. | BIG CITY BURGER COMPANY | 43 | United States | 4,697,260 | 86/257,382 | 4/21/2014 | 3/3/2015 |

U.S. TRADEMARK APPLICATIONS

None.