

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM535645

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		06/08/2018	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	The Quizno's Master LLC
<b>Street Address:</b>	PO Box 6340
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80206
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3020912	BATCH 83
<b>Registration Number:</b>	2921118	MMMM...TOASTY
<b>Registration Number:</b>	2892389	MMMM...TOASTY
<b>Registration Number:</b>	2540306	OVEN TOASTED TASTES BETTER
<b>Registration Number:</b>	2722381	Q
<b>Registration Number:</b>	2714443	Q
<b>Registration Number:</b>	2945298	Q
<b>Registration Number:</b>	2728066	QUIZNOS
<b>Registration Number:</b>	3013409	QUIZNOS
<b>Registration Number:</b>	1716834	QUIZNO'S
<b>Registration Number:</b>	1317421	QUIZNO'S
<b>Registration Number:</b>	3013410	QUIZNOS SUB
<b>Registration Number:</b>	2843107	QUIZNOS SUB
<b>Registration Number:</b>	2228680	QUIZNO'S SUBS OVEN BAKED CLASSICS
<b>Registration Number:</b>	2971338	TOASTY
<b>Registration Number:</b>	2901076	TOASTY

**CORRESPONDENCE DATA****TRADEMARK**

**Fax Number:**

*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:** 3032958552  
**Email:** mdlanger@hollandhart.com  
**Correspondent Name:** Mark Langer  
**Address Line 1:** P.O. Box 8749  
**Address Line 2:** Attention: Trademark Docketing  
**Address Line 4:** Denver, COLORADO 80201

<b>ATTORNEY DOCKET NUMBER:</b>	94310.0002
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<b>NAME OF SUBMITTER:</b>	Mark Langer
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<b>SIGNATURE:</b>	/Mark Langer/
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<b>DATE SIGNED:</b>	08/06/2019
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**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), is made and effective as of June 8, 2018 and granted by Wilmington Trust, National Association, as administrative agent (in such capacity, the “Administrative Agent”) for the secured parties under the Credit Agreement referred to below (the “Secured Parties”), in favor of The Quizno’s Master LLC (on its behalf and as successor-in-interest to QIP Holder LLC, the “Grantor”).

WHEREAS, certain affiliates of the Grantor, Goldman Sachs Credit Partners L.P., as administrative agent (the “Former Agent”) and certain lender parties entered into that certain Credit Agreement, dated as of May 5, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Former Agent (i) that certain First Lien Guarantee and Collateral Agreement, dated as of May 5, 2006, made by and between, *inter alia*, the Grantor and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Collateral Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of May 5, 2006 (the “Intellectual Property Security Agreement” and, together with the Collateral Agreement, the “Security Agreements”);

WHEREAS, pursuant the Security Agreements, the Grantor pledged and granted to the Former Agent for its benefit and the ratable benefit of the Secured Parties a security interest in and to the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement) of the Grantor;

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003304/Frame 0087 on May 5, 2006 with regard to QIP Holder LLC trademarks, and at Reel 017575/Frame 0561 on May 5, 2006 with regard to QIP Holder LLC patents and patent applications;

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003342/Frame 0001 on May 5, 2006 with regard to The Quizno’s Master LLC trademarks;

WHEREAS, in connection with that certain Assignment of Intellectual Property Assets (the “IP Assignment”), dated as of May 7, 2014, the Former Agent assigned to the Administrative Agent its entire right, title and interest in, among other things, the Former Agent’s security interest in the issued patents and trademark registrations set forth on Schedule 1 (the “Released IP Collateral”);

WHEREAS, the IP Assignment was recorded at the United States Patent and Trademark Office at Reel 005283/Frame 0193 on May 12, 2014 with regard to trademarks, and at Reel 032882/Frame 0609 on May 12, 2014 with regard to patents;

WHEREAS, the Grantor is the current record owner of the Released IP Collateral;

WHEREAS, the Grantor intends to dispose of, among other things, the Released IP Collateral as part of that certain Agreement for Purchase and Sale of Assets, dated April 30, 2018 (the "Asset Purchase Agreement"), among the Grantor, as seller, and the other parties thereto;

WHEREAS, pursuant to Section 9.17 of the Credit Agreement, the Grantor desires that the Administrative Agent terminate and release its security interest in, to and under the Released IP Collateral; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Released IP Collateral pursuant to the Security Agreements.

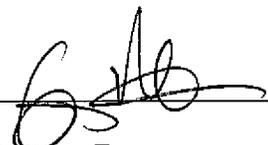
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges any and all security interests that it has, and reassigns to the Grantor (without representation or warranty by, or recourse to, the Administrative Agent of any kind or nature) any and all right, title and interest that it may have, in, to and under the Released IP Collateral.
2. Further Assurances. At the Grantor's sole cost and expense, Administrative Agent agrees to execute, acknowledge, procure and deliver to the Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and to confirm the Grantor's (or its assignees') right, title and interest in and to the Released IP Collateral.
3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

*[Signature page follows]*

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

**WILMINGTON TRUST,  
NATIONAL ASSOCIATION**  
as Administrative Agent

By:   
Name: Jeffery Rose  
Title: Vice President

## SCHEDULE 1

### U.S. Patents

Registration Number / Date	Owner	Description	App. No. / Date
D467, 460 December 24, 2002	The Quizno's Master LLC (as successor-in-interest to QIP Holder LLC)	Q-Straw	D/151,880 October 26, 2001
D467, 797 December 31, 2002	The Quizno's Master LLC (as successor-in-interest to QIP Holder LLC)	Meal Tray	D/151,924 October 26, 2001
7,193,184 March 20, 2007	The Quizno's Master LLC (as successor-in-interest to QIP Holder LLC)	Impingement Oven with Radiant Heating	11/102,353 April 7, 2005

### U.S. Trademarks

Owner	Trademark	Application Serial No.	Registration No.
THE QUIZNO'S MASTER LLC	BATCH 83	78530066	3020912
THE QUIZNO'S MASTER LLC	MMMM...TOASTY	76389519	2921118
THE QUIZNO'S MASTER LLC	MMMM...TOASTY	76389522	2892389
THE QUIZNO'S MASTER LLC	OVEN TOASTED TASTES BETTER	76248996	2540306
THE QUIZNO'S MASTER LLC	Q Logo	76315132	2722381
THE QUIZNO'S MASTER LLC	Q Logo	76315131	2714443
THE QUIZNO'S MASTER LLC	Q Logo	78329812	2945298
THE QUIZNO'S MASTER LLC	QUIZNOS	76382249	2728066
THE QUIZNO'S MASTER LLC	QUIZNOS	78498191	3013409
THE QUIZNO'S MASTER LLC	QUIZNO'S (and Design)	74191042	1716834
THE QUIZNO'S MASTER LLC	QUIZNO'S	73481233	1317421
THE QUIZNO'S	QUIZNOS SUB (Stylized)	78498283	3013410

<b>Owner</b>	<b>Trademark</b>	<b>Application Serial No.</b>	<b>Registration No.</b>
MASTER LLC			
THE QUIZNO'S MASTER LLC	QUIZNOS SUB (Stylized)	78242301	2843107
THE QUIZNO'S MASTER LLC	QUIZNO'S SUBS OVEN BAKED CLASSICS (AND DESIGN)	75446487	2228680
THE QUIZNO'S MASTER LLC	TOASTY	76389520	2971338
THE QUIZNO'S MASTER LLC	TOASTY	76389521	2901076