

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3020912	BATCH 83
Registration Number:	3681380	CHOOSE 2
Registration Number:	3932245	EAT TOASTY Q BE GREEN DO YOUR PART
Registration Number:	4366969	GO FO YO
Registration Number:	3522278	MESA VERDE
Registration Number:	2921118	MMMM...TOASTY
Registration Number:	2892389	MMMM...TOASTY
Registration Number:	4087651	MMMMMM...TOASTY
Registration Number:	3818262	MMMMMM...TOASTY!
Registration Number:	2540306	OVEN TOASTED TASTES BETTER
Registration Number:	3898869	Q KIDZ
Registration Number:	3279229	Q
Registration Number:	2722381	Q
Registration Number:	2714443	Q
Registration Number:	3615804	Q
Registration Number:	3615802	Q
Registration Number:	2945298	Q
Registration Number:	4131419	Q TO GO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3615801	QUIZNOS
Registration Number:	3615799	QUIZNOS
Registration Number:	2728066	QUIZNOS
Registration Number:	3013409	QUIZNOS
Registration Number:	3279228	QUIZNOS
Registration Number:	1317421	QUIZNO'S
Registration Number:	1716834	QUIZNO'S
Registration Number:	3564673	QUIZNOS DELIVERY
Registration Number:	3616010	QUIZNOS SUB
Registration Number:	3013410	QUIZNOS SUB
Registration Number:	2843107	QUIZNOS SUB
Registration Number:	2228680	QUIZNO'S SUBS OVEN BAKED CLASSICS
Registration Number:	2971338	TOASTY
Registration Number:	2901076	TOASTY
Registration Number:	4050501	TOASTY FAVORITES
Registration Number:	4624810	TOASTY.TV

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER:	04310.0002
NAME OF SUBMITTER:	Mark Langer
SIGNATURE:	/Mark Langer/
DATE SIGNED:	08/06/2019

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, the Administrative Agent, and certain lender parties entered into that certain Second Amended and Restated Credit Agreement, dated as of June 30, 2014 (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 Administrative Agent (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2014, 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 June 30, 2014 (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 Administrative 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 005312/Frame 0838 on June 30, 2014 with regard to trademarks, and at Reel 033258/Frame 0285 on June 30, 2014 with regard to patents;

WHEREAS, the Grantor intends to dispose of certain intellectual property assets 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 all Intellectual Property Collateral that constitutes a Purchased Asset (as defined in the Asset Purchase Agreement) (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, including the issued patents and trademark registrations set forth on Schedule 1.


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: Jeffrey Rose
Title: Vice President

[Signature Page to Wilmington Release of Security Interest in IP]

TRADEMARK
REEL: 006714 FRAME: 0434

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	Mark	Application Serial No.	Registration No.
THE QUIZNO'S MASTER LLC	BATCH 83	78530066	3020912
THE QUIZNO'S MASTER LLC	CHOOSE 2	77615608	3681380
THE QUIZNO'S MASTER LLC	EAT TOASTY Q BE GREEN DO YOURPART (Design)	77892632	3932245
THE QUIZNO'S MASTER LLC	GO FO YO	85643885	4366969
THE QUIZNO'S MASTER LLC	MESA VERDE	77356191	3522278
THE QUIZNO'S MASTER LLC	MMMM...TOASTY	76389519	2921118
THE QUIZNO'S MASTER LLC	MMMM...TOASTY	76389522	2892389
THE QUIZNO'S MASTER LLC	MMMMM...TOASTY	85343566	4087651
THE QUIZNO'S MASTER LLC	MMMMM...TOASTY!	77894121	3818262
THE QUIZNO'S MASTER LLC	OVEN TOASTED TASTES BETTER	76248996	2540306
THE QUIZNO'S MASTER LLC	Q KIDZ	77888046	3898869
THE QUIZNO'S MASTER LLC	Q Logo	77058368	3279229

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	77582691	3615804
THE QUIZNO'S MASTER LLC	Q Logo	77582689	3615802
THE QUIZNO'S MASTER LLC	Q Logo	78329812	2945298
THE QUIZNO'S MASTER LLC	Q TO GO	85400676	4131419
THE QUIZNO'S MASTER LLC	QUIZNOS	77582678	3615801
THE QUIZNO'S MASTER LLC	QUIZNOS	77582670	3615799
THE QUIZNO'S MASTER LLC	QUIZNOS	76382249	2728066
THE QUIZNO'S MASTER LLC	QUIZNOS	78498191	3013409
THE QUIZNO'S MASTER LLC	QUIZNOS	77058344	3279228
THE QUIZNO'S MASTER LLC	QUIZNO'S	73481233	1317421
THE QUIZNO'S MASTER LLC	QUIZNO'S (and Design)	74191042	1716834
THE QUIZNO'S MASTER LLC	QUIZNOS DELIVERY(Stylized)	77549586	3564673
THE QUIZNO'S MASTER LLC	QUIZNOS SUB	77603498	3616010
THE QUIZNO'S MASTER LLC	QUIZNOS SUB (Stylized)	78498283	3013410
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
THE QUIZNO'S MASTER LLC	TOASTY FAVORITES	85120776	4050501
THE QUIZNO'S MASTER LLC	TOASTY.TV	86234224	4624810

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