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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM537137

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6028/0241	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Administrative Agent		08/19/2019	Bank: CANADA

RECEIVING PARTY DATA

Name:	Jack's Family Restaurants LP	
Street Address:	124 West Oxmoor Road	
City:	Birmingham	
State/Country:	ALABAMA	
Postal Code:	35209	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	5074722	ALL ABOUT THE SOUTH	

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045777-0035
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/19/2019

Total Attachments: 4

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TRADEMARK REEL: 006723 FRAME: 0404

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 19, 2019 (this "Release"), is made by Royal Bank of Canada, in its capacity as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties, in favor of Jack's Family Restaurants LP, a Delaware limited partnership (the "Grantor"). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent, among others, entered into that certain Pledge and Security Agreement, dated as of July 1, 2015 (as the same may be amended, restated, amended and restated or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of April 5, 2017 (the "<u>Trademark Security Agreement</u>"), in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on April 5, 2017 at Reel 6028, Frame 0241;

WHEREAS, pursuant to the Security Agreement, and as reaffirmed by the Trademark Security Agreement, the Grantor collaterally assigned, granted, mortgaged and pledged to the Administrative Agent, for the benefit of the Secured Parties, and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter acquired any right, title, or interest and wherever the same may be located as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations): (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing; (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit then or thereafter due and/or payable with respect thereto; and (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademark Collateral"); and

WHEREAS, the Grantor has requested that the Administrative Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent, without

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any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Grantor, and re-assigns to the Grantor any and all right, title or interest it may have in or to the Trademark Collateral.

This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

[Signature Page Follows]

TRADEMARK REEL: 006723 FRAME: 0406 IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROYAL BANK OF CANADA, as Administrative Agent

Name:

Title:

Susan Khokher

Manager, Agency

[Signature Page to Release of Security Interest in Trademarks]

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SCHEDULE I

TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Owner	Registration No. / Application No.	Registration Date
ALL ABOUT THE SOUTH	Jack's Family Restaurants LP	5074722	11-01-2016
MY JACK'S JOURNEY	Jack's Family Restaurants LP	86/753873	

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RECORDED: 08/19/2019