

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 5566/0611		
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, Inc.		
Street Address:	124 West Oxmoor Road		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0793082	JACK'S	
Registration Number:	0973045	BIG JACK	
Registration Number:	1002373	JACK'S	
Registration Number:	2438488	EATATJACKS.COM	
Registration Number:	2624814	JACK'S EST. 1960	
Registration Number:	3966673	SHAKE IT UP	
Registration Number:	4111736	JACK'S GIVES BACK	
Registration Number:	4111738	JACK'S	
Registration Number:	4601404	FAN FUEL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
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		

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NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/19/2019
Total Attachments: 4 source=Jack_s - BJR Inc. - Trademark Release Executed RF 5566-0611#page1.tif source=Jack_s - BJR Inc. - Trademark Release Executed RF 5566-0611#page2.tif source=Jack_s - BJR Inc. - Trademark Release Executed RF 5566-0611#page3.tif source=Jack_s - BJR Inc. - Trademark Release Executed RF 5566-0611#page4.tif	

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, Inc., an Alabama corporation (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 July 1, 2015 (the "Trademark Security Agreement"), in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on July 1, 2015 at Reel 5566, Frame 0611;

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 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]

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


By: 
Name: Susan Khokher
Title: Manager, Agency

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE I

TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Owner	Registration No. / Application No.	Registration Date
JACK'S	Jack's Family Restaurants, Inc.	0793082	07-20-1965
	Jack's Family Restaurants, Inc.	0973045	11-13-1973
	Jack's Family Restaurants, Inc.	1002373	01-21-1975
EATATJACKS.COM	Jack's Family Restaurants, Inc.	2438488	03-27-2011
	Jack's Family Restaurants, Inc.	2624814	09-24-2002
SHAKE IT UP	Jack's Family Restaurants, Inc.	3966673	05-24-2011
JACK'S GIVES BACK.	Jack's Family Restaurants, Inc.	4111736	03-13-2012
	Jack's Family Restaurants, Inc.	4111738	03-13-2012
FAN FUEL	Jack's Family Restaurants, Inc.	4601404	09-09-2014