

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546001

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wilmington Trust, National Association | | 10/18/2019 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | The Quizno's Master LLC | | |
| Street Address: | 1001 17th Street | | |
| Internal Address: | Suite S-175 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80202 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78247432 | CHEF JIMMY'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 25th Floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 050319-0042 | | |
| NAME OF SUBMITTER: | Scott Kareff (050319-0042) | | |
| SIGNATURE: | /kc for sk/ | | |
| DATE SIGNED: | 10/21/2019 | | |
| Total Attachments: 4 | | | |
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| source=Release of Security Interest in Intellectual Property - Goldman (Executed)#page2.tif | | | |

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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 October 18, 2019 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 (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 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 Intellectual Property 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;

WHEREAS, pursuant to that certain Release of Security Interest in Intellectual Property, dated as of June 8, 2018, the Administrative Agent previously released its security interest in certain items of Intellectual Property Collateral;

WHEREAS, the Grantor intends to dispose of certain intellectual property assets as part of that certain Asset Purchase Agreement, dated August 14, 2019 (the “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 an Asset (as defined in the 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, the Administrative Agent hereby states as follows:

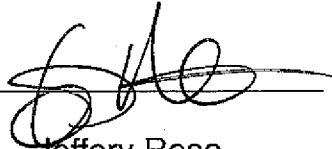
1. Release of Security Interest. The Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges any and all security interests that it has, and reassigns to the Grantor (without representation or warranty 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 trademark registration set forth on Schedule 1.
2. Further Assurances. At the Grantor’s sole cost and expense, the 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, the 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 the Administrative Agent

By: _____

A handwritten signature in black ink, appearing to read "JR", written over a horizontal line.

Name:

Jeffery Rose
Vice President

Title:

[Signature Page to Release of Security Interest in Intellectual Property (GS)]

TRADEMARK
REEL: 006775 FRAME: 0834

SCHEDULE 1

U.S. Trademark

| Owner | Trademark | Application Serial No. | Registration No. |
|-------------------------|------------------|-------------------------------|-------------------------|
| The Quizno's Master LLC | CHEF JIMMY'S | 78247432 | 2945032 |