

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546004

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	
Registration Number:	2945032	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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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, 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;

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: _____



Name: Jeffery Rose
Title: Vice President

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

TRADEMARK
REEL: 006775 FRAME: 0858

SCHEDULE 1

U.S. Trademark

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