

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keybank National Association		12/24/2019	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Name:	Mod Super Fast Pizza, LLC		
Street Address:	2035 158th Ct. NE, Suite 200		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98008		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4669862	2008 MOD PIZZA SUPER FAST	
Registration Number:	4744283		
Registration Number:	4951383	MOD	
Registration Number:	4873119	MOD	
Registration Number:	3577268	MOD PIZZA	
Serial Number:	87655613	MOD PIZZA	
Serial Number:	87655590	MOD PIZZA	
Serial Number:	87655519	MOD PIZZA	
Serial Number:	87655740	MOD PIZZA SUPERFAST	
Serial Number:	87655692	MOD PIZZA SUPERFAST	
Serial Number:	87262102	MODNESS	
Serial Number:	87262082	SIMPLE FOOD FOR COMPLEX TIMES	
Serial Number:	87975851	THE ORIGINAL SUPER FAST PIZZA	
Serial Number:	87250699	THE ORIGINAL SUPERFAST PIZZA	
Serial Number:	87340860	WE ARE MOD	
Serial Number:	87290433	WHAT'S YOUR MOD?	
CORRESPONDENCE DATA			
Fax Number:	2129096836		

CH \$415.00 4669862

TRADEMARK

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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Wesley C. Moore, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Wesley C. Moore
---------------------------	-----------------

SIGNATURE:	/Wesley C. Moore/
-------------------	-------------------

DATE SIGNED:	12/27/2019
---------------------	------------

Total Attachments: 5

source=KeyBank_MOD Pizza_Release of Security Interest_Trademarks_Executed#page1.tif

source=KeyBank_MOD Pizza_Release of Security Interest_Trademarks_Executed#page2.tif

source=KeyBank_MOD Pizza_Release of Security Interest_Trademarks_Executed#page3.tif

source=KeyBank_MOD Pizza_Release of Security Interest_Trademarks_Executed#page4.tif

source=KeyBank_MOD Pizza_Release of Security Interest_Trademarks_Executed#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of December 24, 2019 is made by KEYBANK NATIONAL ASSOCIATION, in its capacity as Existing Administrative Agent (as defined below), in favor of MOD SUPER FAST PIZZA, LLC, a Delaware limited liability company (the "Pledgor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that (i) certain Credit Agreement, dated as of November 15, 2017 (as it may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among MOD Super Fast Pizza Intermediate Holdings II, LLC, a Delaware limited liability company, MOD Super Fast Pizza Intermediate Holdings I, LLC, a Delaware limited liability company, the lenders party thereto from time to time, and KEYBANK NATIONAL ASSOCIATION, as administrative agent (the, "Existing Administrative Agent"), (ii) certain Pledge and Security Agreement, dated as of November 15, 2017 (as it may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among the Pledgor, the other Grantors (as defined therein) party thereto and the Existing Administrative Agent, and (iii) certain Trademark Security Agreement, dated as of November 15, 2017 (the "Trademark Security Agreement"), executed by the Pledgor in favor of the Existing Administrative Agent, the Pledgor pledged and granted to the Existing Administrative Agent a security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under the Collateral, including certain Trademarks listed on Schedule 1 attached hereto; and

WHEREAS, the security interest in such Trademarks pledged and granted by the Pledgor to the Existing Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on November 15, 2017, at Reel 6206, and Frame 0209; and

WHEREAS, the Existing Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of such Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Administrative Agent hereby agrees as follows:

1. The Existing Administrative Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Pledgor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

(i) all trademarks and service marks now held or licensed or hereafter acquired or licensed by the Pledgor, whether unregistered, pending or registered, including trade dress, logos, designs, all corporate names, business names, trade styles, and/or other source of business identifiers used in connection with the business of the Pledgor, including the Trademark registrations and applications listed on Schedule I, provided, however, that no security interest is granted in any "intent-to-use" applications for Trademark registration prior to the filing of a statement of use or amendment to allege use with the United States Patent and Trademark Office with respect thereto, but solely to the extent if any, and solely during the period, if any, in which

the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use Trademark application under applicable federal law;

(ii) all goodwill of the business of the Pledgor symbolized by the Trademarks;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds of any and all of the foregoing;

and hereby reassigns any and all such right, title and interest (if any) that the Existing Administrative Agent may have in the Trademark Collateral to the Pledgor.

2. The Existing Administrative Agent authorizes and requests that the United States Commissioner of Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Existing Administrative Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION,
as Existing Administrative Agent

By: 
Name: J.E. Fowler
Title: Managing Director

[Signature Page to Release of Security Interest in Trademarks]

Schedule 1
to
Release of Security Interest in Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
2008 MOD PIZZA SUPER FAST	86127397 11/22/2013	4669862 1/13/2015	Registered	MOD Super Fast Pizza, LLC
Design only	86018067 7/23/2013	4744283 5/26/2015	Registered	MOD Super Fast Pizza, LLC
MOD	86767621 9/24/2015	4951383 5/3/2016	Registered	MOD Super Fast Pizza, LLC
MOD	86514643 1/26/2015	4873119 12/22/2015	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA	87655613 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
MOD PIZZA	87655590 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MOD PIZZA	87655519 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MOD PIZZA	77272959 9/6/2007	3577268 2/17/2009	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA SUPERFAST	87655740 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MOD PIZZA SUPERFAST	87655692 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MODNESS	87262102 12/8/2016	---	Pending	MOD Super Fast Pizza, LLC
SIMPLE FOOD FOR COMPLEX TIMES	87262082 12/8/2016	---	Pending	MOD Super Fast Pizza, LLC
THE ORIGINAL SUPER FAST PIZZA	87975851 11/29/2016	---	Pending	MOD Super Fast Pizza, LLC
THE ORIGINAL SUPERFAST PIZZA	87250699 11/29/2016	5326053 10/31/2017	Registered	MOD Super Fast Pizza, LLC
WE ARE MOD	87340860 2/17/2017	5285334 9/12/2017	Registered	MOD Super Fast Pizza, LLC
WHAT'S YOUR MOD?	87290433 1/5/2017	5237210 7/4/2017	Registered	MOD Super Fast Pizza, LLC

NAI-1510554228