

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A, as Administrative Agent		01/22/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHOP'T Creative Salad Company LLC		
Street Address:	853 Broadway, Suite 606		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4036836	BETTER TASTES BETTER	
Registration Number:	3232733	CHOP'T	
Registration Number:	4941450	CHOPT	
Registration Number:	4941451	CHOPT	
Registration Number:	4237196	CHOP'T	
Registration Number:	2635414	CHOP'T CREATIVE SALAD COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	385713-66		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	01/22/2020		

CH \$165.00 4036836

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release") is made as of January 22, 2020, by CITIZENS BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, "Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below).

W I T N E S S E T H:

WHEREAS, CHOP'T Creative Salad Company LLC, a Delaware limited liability company (the "Grantor"), the other grantors from time to time party thereto and Administrative Agent are parties to that certain Guaranty and Security Agreement dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure payment and performance in full of the Secured Obligations, Grantor entered into that certain Trademark Security Agreement dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted a security interest to Administrative Agent, on behalf of itself and the Secured Parties, in certain Trademarks and Trademark Collateral, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 1, 2017, at Reel 5979, Frame 0016; and

WHEREAS, Grantor has requested that Administrative Agent terminate, cancel, release and discharge, on behalf of itself and the Secured Parties, its security interest in the Released Trademarks and Released Trademark Collateral (each as defined below) and reassign, grant and convey any and all rights in the same to Grantor solely with respect to such Released Trademark and Released Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby terminates, cancels, releases and discharges its Lien on and security interest in all of Grantor's right, title and interest in, to and under the following Collateral of Grantor (collectively the "Released Trademark Collateral");

(i) the all of Grantor's Trademarks in the United States Patent and Trademark Office, including, without limitation, those listed on Schedule 1 hereto (the "Released Trademarks");

(ii) all goodwill associated with or symbolized by the Released Trademarks;

(iii) all assets, rights and interests that uniquely reflect or embody the Released Trademarks;

(iv) the right to sue third parties for past, present and future infringements or dilutions of any Released Trademarks; and

(v) all proceeds of and rights associated with the foregoing.

2. Administrative Agent, on behalf of itself and the Secured Parties, hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Released Trademarks and the Released Trademark Collateral.

3. Administrative Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office to record this Release.

4. At the request and sole expense of Grantor, Administrative Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purpose of this Release.

5. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as of the day and year first above written.

CITIZENS BANK, N.A., as Administrative Agent

By: 

Name: Anna Lewis

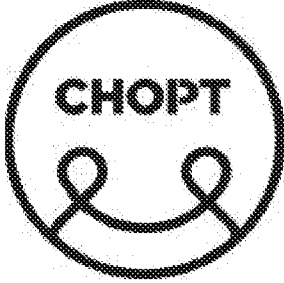


Title: Vice President

Trademark Release

TRADEMARK
REEL: 006843 FRAME: 0241

SCHEDULE 1

1. **REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
BETTER TASTES BETTER	77/955,805	03/10/2010	4036836	10/11/2011
CHOP'T	78/763,906	11/30/2005	3232733	04/24/2007
	86/792,273	10/19/2015	4941450	04/19/2016
CHOPT	86/792,309	10/19/2015	4941451	04/19/2016
	85/583,991	03/29/2012	4237196	11/06/2012
	78/080,405	08/21/2001	2635414	10/15/2002

2. **TRADEMARK APPLICATIONS**

None.