

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM566921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT RF 6556/0418		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Lion Fund, L.P.		03/06/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fatburger North America, Inc.		
<b>Street Address:</b>	9720 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5062064	FATBURGER	
<b>Registration Number:</b>	4772773	FATBURGER	
<b>Registration Number:</b>	4587086	FAT TIMES	
<b>Registration Number:</b>	4713027	WHERE EVERYONE IS FAMILY	
<b>Registration Number:</b>	1783140	THE LAST GREAT HAMBURGER STAND	
<b>Registration Number:</b>	1783138	FATBURGER	
<b>Registration Number:</b>	1327662	THE LAST GREAT HAMBURGER STAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	Latham & Watkins LLP C/O J. Bajada-Silva		
<b>Address Line 1:</b>	885 Third Ave		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	050739-0020		

CH \$190.00 5062064

<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	03/13/2020
<b>Total Attachments: 4</b> source=FatBurger - Trademark Release - Lion Fund to Fatburger [Executed]#page1.tif source=FatBurger - Trademark Release - Lion Fund to Fatburger [Executed]#page2.tif source=FatBurger - Trademark Release - Lion Fund to Fatburger [Executed]#page3.tif source=FatBurger - Trademark Release - Lion Fund to Fatburger [Executed]#page4.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of March 6, 2020, is made by The Lion Fund, L.P., a Delaware limited partnership with an address at 17802 IH 10 West, Suite 400, San Antonio, Texas, 78257, as collateral agent for the Lenders (in such capacity, the “Collateral Agent”) in favor of Fatburger North America, Inc., a Delaware corporation with an address at 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212 (“Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

**WHEREAS**, the Grantor and the Collateral Agent are parties to a Loan and Security Agreement dated as of February 1, 2019 (as may have been amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”);

**WHEREAS**, as required by the Loan Agreement, the Grantor and the Collateral Agent entered into a Trademark Security Agreement, dated as of February 1, 2019 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on February 8, 2019 at Reel/Frame 6556/0418;

**WHEREAS**, pursuant to the Loan Agreement and the Trademark Security Agreement, the Grantor pledged and granted to, and agreed that the Collateral Agent had, for the benefit of the Lenders, a first priority continuing lien on and security interest (the “Security Interest”) in all of the following in which the Grantor had any right, title and interest (collectively, the “Trademark Collateral”): all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any 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 the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (but excluding any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 that issues from such intent-to-use application under applicable federal law); and

**WHEREAS**, the Collateral Agent has agreed to terminate and release its Security Interest in the Trademark Collateral as herein provided.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby releases, terminates and discharges its Security Interest in the Trademark Collateral, and hereby re-assigns to the Grantor any right, title or interest the Collateral Agent may have in the Trademark Collateral, in each case without recourse to, or representation or warranty by, the Collateral Agent.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office.

THE VALIDITY OF THIS RELEASE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the date above.

THE LION FUND, L.P.,  
as Collateral Agent


By: B. Lewis  
Name: Bruce Lewis  
Title: Authorized Signatory

SCHEDULE A

to

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
FATBURGER	86729956 19-AUG-2015	5062064 18-OCT-2016	Registered
FATBURGER	86459424 19-NOV-2014	4772773 14-JUL-2015	Registered
FAT TIMES	85959174 13-JUN-2013	4587086 19-AUG-2014	Registered
WHERE EVERYONE IS FAMILY	85907415 17-APR-2013	4713027 31-MAR-2015	Registered
THE LAST GREAT HAMBURGER STAND	74243263 04-FEB-1992	1783140 20-JUL-1993	Renewed in 2013
FATBURGER 	74238193 15-JAN-1992	1783138 20-JUL-1993	Renewed in 2013
THE LAST GREAT HAMBURGER STAND	73430193 13-JUN-1983	1327662 26-MAR-1985	Renewed in 2015 Supplemental Register