

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM566924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT RF 6674/0114		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lion Fund, L.P.		03/06/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	EBIP Holdings, LLC		
Street Address:	6402 Arlington Blvd		
Internal Address:	Suite 800		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3685236	HALF THE GUILT BURGER	
Registration Number:	3204042	ELEVATION BURGER	
Registration Number:	3204043	ELEVATION BURGER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	Latham & Watkins LLP C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050739-0020		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	03/13/2020		
Total Attachments: 4			

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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 EBIP Holdings, LLC, a Virginia limited liability company with an address at 6402 Arlington Blvd., Suite 800, Falls Church, VA 22042 (“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 January 29, 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 June 19, 2019 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on June 19, 2019 at Reel/Frame 6674/0114;

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.

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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	Owner
HALF THE GUILT BURGER	77573186 18-SEP-2008	3685236 22-SEP-2009	Registered	EBIP Holdings, LLC
ELEVATION BURGER	78870114 26-APR-2006	3204042 30-JAN-2007	Renewed in 2017	EBIP Holdings, LLC
ELEVATION BURGER 	78870141 26-APR-2006	3204043 30-JAN-2007	Renewed in 2017	EBIP Holdings, LLC