

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		01/22/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RED LOBSTER HOSPITALITY LLC
Street Address:	450 S Orange Ave Ste 800
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32801-3344
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	76526845	CHEDDAR BAY BISCUITS
Serial Number:	77164455	COME SEE WHAT'S FRESH TODAY
Serial Number:	86141553	CRABFEST
Serial Number:	85182072	
Serial Number:	78816059	ENDLESS SHRIMP
Serial Number:	73344806	FOR THE SEAFOOD LOVER IN YOU
Serial Number:	73480400	FUDGE OVERBOARD
Serial Number:	78598207	LOBSTER LOVER'S DREAM
Serial Number:	78597930	LOBSTER IN PARADISE
Serial Number:	85947604	LOBSTER LOVER'S GRILLED CHEESE
Serial Number:	73086551	LOBSTER TALES
Serial Number:	73753498	LOBSTERFEST
Serial Number:	76558577	LOBSTERFEST
Serial Number:	74581949	LOBSTERITA
Serial Number:	85674256	MAINE STAYS
Serial Number:	73780197	RED LOBSTER
Serial Number:	73181246	RED LOBSTER
Serial Number:	86281764	RED LOBSTER
Serial Number:	73605677	RED LOBSTER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73655453	RED LOBSTER
Serial Number:	74732044	RED LOBSTER
Serial Number:	73051689	RED LOBSTER
Serial Number:	73162915	RED LOBSTER
Serial Number:	85179591	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	85179618	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	86281766	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	86281765	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	73798924	RED LOBSTER QUALITY SINCE 1968 INSPECTED
Serial Number:	72967005	RL RED LOBSTER FINE SEAFOOD OYSTER BAR
Serial Number:	85271223	SEA FOOD DIFFERENTLY
Serial Number:	85292657	SEE FOOD DIFFERENTLY
Serial Number:	85850765	SEASIDE EXPRESS
Serial Number:	73446806	SHRIMPWRECK MARY
Serial Number:	78631177	ULTIMATE FEAST

CORRESPONDENCE DATA

Fax Number: 2128066006

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: 2128065400

Email: jmann@stroock.com, mvillarin@stroock.com

Correspondent Name: Jeffrey Mann

Address Line 1: 180 Maiden Lane

Address Line 2: Stroock & Stroock & Lavan - 38th Floor

Address Line 4: New York, NEW YORK 10038

NAME OF SUBMITTER:	Jeffrey Mann
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	01/22/2021

Total Attachments: 5
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RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 22, 2021 (the "Effective Date"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, having an address of 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402 as collateral trustee (in such capacity the "Collateral Trustee"), in favor of RED LOBSTER HOSPITALITY LLC, a Delaware limited liability company having an address of 450 S Orange Ave Ste 800 Orlando, FL, 32801-3344 ("Grantor").

WHEREAS, Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto (the "Guarantors"), the various lenders from time to time party thereto (the "Lenders"), Deutsche Bank AG New York Branch, as administrative agent and collateral trustee, (in such capacity the "Original Collateral Trustee") entered into that certain First Lien Credit and Guarantee Agreement, dated as of July 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower, the Grantors and the Existing Collateral Trustee entered into that certain Security Agreement, dated as of July 28, 2014 (as amended, restated, supplemented and/or otherwise modified to but excluding the date hereof, the "Security Agreement");

WHEREAS, in conjunction with the security interest granted to the Existing Collateral Trustee under the Security Agreement, the Grantor has executed and delivered or is otherwise a party to that certain Grant of Security Interest in United States Trademarks, dated as of July 28, 2014, ("Trademark Agreement") pursuant to which Original Collateral Trustee received from Grantor a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same, ("Trademark Collateral") which Trademark Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on August 1, 2014 at reel 005334 frame 0753;

WHEREAS, pursuant to that certain Resignation and Assignment Agreement and related Omnibus Assignment of IP Agreements dated December 31, 2020 by and among Original Collateral Trustee as withdrawing collateral trustee, Collateral Trustee and Grantor, Original Collateral Trustee assigned and transferred to Collateral Trustee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Collateral; which Omnibus Assignment of IP Agreements was sent to the USPTO for recordation on January 4, 2021;

WHEREAS, the Collateral Trustee now desires to terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Trustee hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement.
2. Release. The Collateral Trustee hereby fully terminates, releases and discharges any and all security interests in and to the Trademark Collateral, including the registered trademarks set forth on Schedule A attached hereto, arising under the Credit Agreement and Trademark Agreement.
3. Authorization. The Collateral Trustee hereby authorizes and requests the Commissioner of Trademarks to record this Release of Security Interest in Trademarks in the USPTO with regard to the Security Agreement and Trademark Collateral.

4. Further Assurances. The Collateral Trustee hereby agrees, at the Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Trustee has executed this Release as of the Effective Date.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Trustee

By: 

Name: Jeffrey Rose

Title: Vice President

Schedule A

Marks

<u>Country</u>	<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
U.S.	CHEDDAR BAY BISCUITS	7/2/2003	76526845	12/21/2004	2912222
U.S.	COME SEE WHAT'S FRESH TODAY	4/24/2007	77164455	5/13/2008	3427843
U.S.	CRABFEST	12/12/2013	86141553	7/15/2 014	4568220
U.S.	CRITTER (Lobster Design Only Color)	11/22/2010	85182072	8/28/2012	4196638
U.S.	ENDLESS SHRIMP	2/16/2006	78816059	12/19/2006	3187206
U.S.	FOR THE SEAFOOD LOVER IN YOU	1/7/1982	73344806	4/12/1983	1235024
U.S.	FUDGE OVERBOARD	5/14/1984	73480400	Cancelled	
U.S.	LOBSTER IN PARADISE	3/30/2005	78597930	3/14/2006	3068279
U.S.	LOBSTER LOVER'S DREAM	3/30/2005	78598207	3/14/2006	3068286
U.S.	LOBSTER LOVER'S GRILLED CHEESE	5/31/2013	85947604	Aband oned	
U.S.	LOBSTER TALES	5/10/1976	73086551	3/8/1977	1060751
U.S.	LOBSTERFEST (Stylized)	9/22/1988	73753498	5/9/1989	1538644
U.S.	LOBSTERFEST (Word Mark)	11/12/2003	76558577	11/30/2004	2906002
U.S.	LOBSTERITA	10/4/1994	74581949	Cancelled	
U.S.	MAINE STAYS	7/11/2012	85674256	Aband oned	
U.S.	RED LOBSTER	2/13/1989	73780197	9/26/1989	1557991
U.S.	RED LOBSTER	8/7/1978	73181246	12/25/1979	1128443
U.S.	RED LOBSTER	5/14/2014	86281764	8/11/2 015	4788412
U.S.	RED LOBSTER & Design Label	6/23/1986	73605677	5/5/1987	1438742
U.S.	RED LOBSTER & Design	4/15/1987	73655453	8/30/1988	1502609
U.S.	RED LOBSTER & Design	9/18/1995	74732044	11/12/1996	2015236
U.S.	RED LOBSTER (Stylized)	5/7/1975	73051689	Cancelled	
U.S.	RED LOBSTER (Stylized)	3/20/1978	73162915	9/5/1978	1101522

<u>Country</u>	<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER Design (Color)	11/18/2010	85179591	7/3/2018	5505670
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER Design (B&W)	11/18/2010	85179618	7/3/2018	5505671
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER & Design (B&W)	5/14/2014	86281766	8/11/2015	4788414
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER & Design (Color)	5/14/2014	86281765	8/11/2015	4788413
U.S.	RED LOBSTER QUALITY SINCE 1968 INSPECTED SEAFOOD & Design	5/10/1989	73798924	1/23/1990	1579587
U.S.	RL RED LOBSTER FINE SEAFOOD OYSTER BAR & Design	12/31/1968	72967005	Cancelled	
U.S.	SEA FOOD DIFFERENTLY	3/18/2011	85271223	11/5/2013	4427327
U.S.	SEE FOOD DIFFERENTLY (Stylized)	4/12/2011	85292657	Cancelled	
U.S.	SEASIDE EXPRESS	2/15/2012	85850765	Cancelled	
U.S.	SHRIMPWRECK MARY	10/5/1983	73446806	11/13/1984	1305217
U.S.	ULTIMATE FEAST	5/17/2005	78631177	1/22/2008	3372867