

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CrowdOut Capital LLC, as Agent		12/11/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Aetius Companies, LLC
Street Address:	830 LOWCOUNTRY BLVD.
Internal Address:	SUITE 200
City:	MT. PLEASANT
State/Country:	SOUTH CAROLINA
Postal Code:	29464
Entity Type:	Limited Liability Company: DELAWARE
Name:	Aetius Restaurant Holdings, LLC
Street Address:	830 LOWCOUNTRY BLVD.
Internal Address:	SUITE 200
City:	MT. PLEASANT
State/Country:	SOUTH CAROLINA
Postal Code:	29464
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5195443	HALLOWING
Registration Number:	5121924	HALLOWING
Registration Number:	4745159	SRIRACHOS
Registration Number:	4308783	WHERE GREAT FOOD ROCKS
Registration Number:	4121366	WILD WORLD OF SPORTS
Registration Number:	3759930	RIBROARIOUS RIBS
Registration Number:	3759848	WILD CHILD
Registration Number:	3675753	FREQUENT FRYER CARD
Registration Number:	3650744	THE SLAYER
Registration Number:	3650712	THE RANCHILADA WING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3650689	GO WILD. OR GO HOME!
Registration Number:	3650687	WILD WILD WEDNESDAY
Registration Number:	3637674	WILD WING TO GO
Registration Number:	3533468	CHICKEN FEATHERS
Registration Number:	2812177	HOT WINGS COLD BEER GOOD TIMES!
Registration Number:	2723509	BEST WINGS SOUTH OF BUFFALO
Registration Number:	2659163	WINGSTOCK
Registration Number:	2093944	WILD WING CAFE
Registration Number:	1996339	WILD WING CAFE
Registration Number:	1608553	WILDWINGS

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 042582.000018

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 12/11/2020

Total Attachments: 4

source=TRSI-IP - CrowdOut Capital LLC, as Agent to Aetius Companies, LLC and Aetius Restaurant Holdings, LLC#page1.tif

source=TRSI-IP - CrowdOut Capital LLC, as Agent to Aetius Companies, LLC and Aetius Restaurant Holdings, LLC#page2.tif

source=TRSI-IP - CrowdOut Capital LLC, as Agent to Aetius Companies, LLC and Aetius Restaurant Holdings, LLC#page3.tif

source=TRSI-IP - CrowdOut Capital LLC, as Agent to Aetius Companies, LLC and Aetius Restaurant Holdings, LLC#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 11, 2020 (“Release”), is made by CrowdOut Capital LLC, as administrative agent and collateral agent (“Agent”), in favor of Aetius Companies, LLC, a Delaware limited liability company, and Aetius Restaurant Holdings, LLC, a Delaware limited liability company (each a “Credit Party”, and together, the “Credit Parties”).

WHEREAS, pursuant to that certain Credit, Security and Guaranty Agreement dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented or modified from time to time, the “Credit Agreement”) by and among the Credit Parties, Agent, and others party thereto and the Intellectual Property Security Agreement dated as December 20, 2019 (“IP Security Agreement”) by and among the Credit Parties and Agent, each Credit Party granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of such Credit Party’s right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including the Collateral set forth in Schedule A and Schedule B hereto; and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 8, 2020 at Reel 6833 Frame 0534 and submitted for recordation at the United States Copyright Office (“USCO”) and recordation is pending.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Lenders, and Credit Parties agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Lenders, hereby:

- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in each Credit Party’s right, title and interest in and to the Collateral, including the Collateral set forth in Schedule A and Schedule B hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO and USCO at Credit Parties’ expense.

SECTION 3. Further Assurances. Agent, at Credit Parties’ expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Collateral, Agent will, at Credit Parties’ expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:

CrowdOut Capital LLC, as Agent

By: Alexander Schoenbaum
Name: Alexander Schoenbaum
Title: CEO

Schedule A

TRADEMARKS

Trademarks

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Aetius Restaurant Holdings, LLC	HALLOWING	5195443	05/02/17
	HALLOWING	5121924	01/17/17
	SRIRACHOS	4745159	05/26/15
	WHERE GREAT FOOD ROCKS	4308783	03/26/13
	WILD WORLD OF SPORTS	4121366	04/03/12
	RIBROARIOUS RIBS	3759930	03/16/10
	WILD CHLD	3759848	03/16/10
	FREQUENT FRYER CARD	3675753	09/01/09
	THE SLAYER	3650744	07/07/09
	THE RANCHILADA WING	3650712	07/07/09
	GO WILD. OR GO HOME!	3650699	07/07/09
	WILD WILD WEDNESDAY	3650687	07/07/09
	WILD WING TO GO and Design	3637674	06/16/09
	CHICKEN FEATHERS	3533468	11/18/08
	HOT WINGS COLD BEER GOOD TIMES!	2812177	02/16/04
	BEST WINGS SOUTH OF BUFFALO	2723909	06/10/03
	WINGSTOCK	2659163	12/10/02
	WILD WING CAFE and Design	2093944	09/09/97
	WILD WING CAFE	1996339	08/27/96
	WILDWINGS	1608553	07/31/90

Schedule B
COPYRIGHTS

Copyrights

Owner	Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
Aetius Restaurant Holdings, LLC	Wild Wing Cafe	TXu000601188	1993-10-22
	Wild Wing Cafe	TXu000601187	1993-10-22