

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5661/0645		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		04/30/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Barbeque Integrated, Inc.		
Street Address:	3901 US Highway 98 North		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33809		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5514046	SMOKEY BONES BAR & FIRE GRILL	
Registration Number:	4642461	BUBBLEADE	
Registration Number:	3816730	THE BONES CLUB	
Registration Number:	3591082		
Registration Number:	3591080		
Registration Number:	3653655	SMOKEY BONES BAR & FIRE GRILL	
Registration Number:	3653653	SMOKEY BONES BAR & FIRE GRILL	
Registration Number:	3653654	SMOKEY BONES BAR & FIRE GRILL	
Registration Number:	2445137	SMOKEY BONES	
Serial Number:	86534058	SMOKEY BONES BAR & FIRE GRILL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.2208		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		

CH \$265.00 5514046

Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	22660-1-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/Rob Soneson/
DATE SIGNED:	05/04/2021
Total Attachments: 5 source=Smokey Bones - IP Release (Executed)_(76513347_1)#page1.tif source=Smokey Bones - IP Release (Executed)_(76513347_1)#page2.tif source=Smokey Bones - IP Release (Executed)_(76513347_1)#page3.tif source=Smokey Bones - IP Release (Executed)_(76513347_1)#page4.tif source=Smokey Bones - IP Release (Executed)_(76513347_1)#page5.tif	

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of April 30, 2021, by CITIZENS BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, “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, Barbeque Integrated, Inc., a Delaware corporation (the “Grantor”), the other grantors from time to time party thereto and Agent are parties to that certain Guaranty and Security Agreement dated as of November 5, 2015 (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 November 5, 2015 (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 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 November 5, 2015, at Reel 5661, Frame 0645; and

WHEREAS, Grantor has requested that 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. 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 (collectively, together with the Trademark Collateral, 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. Agent, on behalf of itself and the Secured Parties, hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Released Trademarks and the Released Trademark Collateral.

3. 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, 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. Agent, without representation or warranty of any kind hereby terminates and cancels the Trademark Security Agreement.

6. 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, Agent has caused this Release to be executed as of the day and year first above written.

CITIZENS BANK, N.A., as Agent

By: 

Name: Eugene Chang

Title: Director



Trademark Release

TRADEMARK
REEL: 007279 FRAME: 0517

SCHEDULE 1

1. **REGISTERED TRADEMARKS**

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
SMOKEY BONES BAR & FIRE GRILL & DESIGN 	U.S.	86/534061 2/13/2015	5514046 7/10/2018	Barbeque Integrated, Inc.
SMOKEY BONES BAR & FIRE GRILL & Design 	U.S.	86/534058 2/13/2015	*Abandoned 6/11/2018	Barbeque Integrated, Inc.
BUBBLEADE	U.S.	86/113970 11/8/2013	4642461 11/18/2014	Barbeque Integrated, Inc.
THE BONES CLUB	U.S.	77/776183 7/8/2009	3816730 7/13/2010	Barbeque Integrated, Inc.
Flame Design 	U.S.	77/546051 8/13/2008	3591082 3/17/2009	Barbeque Integrated, Inc.
Flame Design 	U.S.	77/546037 8/13/2008	3591080 3/17/2009	Barbeque Integrated, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
SMOKEY BONES BAR & FIRE GRILL & Design 	U.S.	77/545984 8/13/2008	3653655 7/14/2009	Barbeque Integrated, Inc.
SMOKEY BONES BAR & FIRE GRILL	U.S.	77/545859 8/13/2008	3653653 7/14/2009	Barbeque Integrated, Inc.
SMOKEY BONES BAR & FIRE GRILL & Design 	U.S.	77/545904 8/13/2008	3653654 7/14/2009	Barbeque Integrated, Inc.
SMOKEY BONES	U.S.	75/737834 6/15/1999	2445137 4/17/2001	Barbeque Integrated, Inc.