

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		05/17/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Brinderson, L.P.		
Street Address:	3330 Harbor Boulevard		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Partnership: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4134463	BRINDERSON	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	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:	017625.004841		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/19/2021		
Total Attachments: 3			
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OP \$40.00 4134463

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 17, 2021 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of Brinderson, L.P., a California limited partnership (“Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of October 30, 2015 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, including, without limitation, the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on September 5, 2013 at Reel 5105 Frame 0643 (“Notice”); and

WHEREAS, pursuant to that certain payoff letter, dated May 17, 2021, between Administrative Agent and Grantor (the “Payoff Letter”), the Administrative Agent, on behalf of the Secured Parties, has agreed to release and automatically terminate the security interests, liens and pledges in favor of the Administrative Agent, on behalf of the Secured Parties, in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor hereby agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse (except as set forth in the Payoff Letter), hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice;

(b) terminates the Notice; and

(c) authorizes and requests the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: *Felicia Brinson*

Name: Felicia Brinson

Title: Assistant Vice President

Schedule A

**U.S. Trademark Subject to Security Interest
Granted by Brinderson, L.P.
In Favor of Bank of America, N.A., as Administrative Agent
Recorded September 5, 2013 at Reel 5105 Frame 0643**

Trademark Registration

Mark	Reg. No.	Reg. Date
BRINDERSON	4134463	05/01/12