

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Northwestern Mutual Life Insurance Company		06/10/2021	Mutual Insurance Company: WISCONSIN
The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account		06/10/2021	Mutual Insurance Company: WISCONSIN
MetLife Private Equity Holdings, LLC		06/10/2021	Limited Liability Company: DELAWARE
MetLife Insurance K.K.		06/10/2021	Kabushiki Kaisha (K.K.): JAPAN
GoldPoint Mezzanine Partners IV, LP		06/10/2021	Limited Partnership: DELAWARE
Gryphon Mezzanine Partners, L.P.		06/10/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlanta Cheesecake Company LLC		
Street Address:	30 E. 7th Street, Suite 2600		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55101		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	The Original Cakerie Ltd.		
Street Address:	1345 Cliveden Avenue Delta		
City:	British Columbia		
State/Country:	CANADA		
Postal Code:	V3M 6C7		
Entity Type:	Company: BRITISH COLUMBIA		
Name:	Lawler Foods Ltd.		
Street Address:	30 E. 7th Street, Suite 2600		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55101		
Entity Type:	Limited Partnership: TEXAS		

TRADEMARK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4160415	ATLANTA CHEESECAKE COMPANY
Registration Number:	3371089	ATLANTA CHEESECAKE CAFE
Serial Number:	87694503	THE ORIGINAL CAKERIE
Registration Number:	5273582	INSPIRED BY HAPPINESS
Registration Number:	4661698	SIMPLY ORIGINAL
Registration Number:	2145193	CHOCOLATE ERUPTION
Registration Number:	1584956	LAWLER'S
Registration Number:	2222062	LAWLER'S DESSERTS
Registration Number:	2574973	NEW YORK COLOSSAL
Registration Number:	1885141	SEDUCTION
Registration Number:	2186801	THE BEST FOR LAST
Registration Number:	1605809	TEDDY BAR

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	BCCI-979-003
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	06/11/2021

Total Attachments: 8

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of June 10, 2021 ("Release"), is made by The Northwestern Mutual Life Insurance Company ("NW Mutual"), The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account ("NW Mutual Group Annuity"), MetLife Private Equity Holdings, LLC ("MetLife"), MetLife Insurance K.K. ("KK"), GoldPoint Mezzanine Partners IV, LP ("GoldPoint"; together with NW Mutual, NW Mutual Group, MetLife and KK, the "Original Purchasers") and Gryphon Mezzanine Partners, L.P. ("Gryphon", together with the Original Purchasers, in such capacity, together with their successors and assigns in such capacity, each a "Purchaser" and collectively, the "Purchasers"), in favor of, as applicable, THE ORIGINAL CAKERIE LTD., a British Columbia corporation ("TOC"), ATLANTA CHEESECAKE COMPANY LLC, a Delaware limited liability company ("ACC") and LAWLER FOODS, LTD., a Texas limited partnership ("Lawler" and collectively with TOC, each a "Grantor" and together the "Grantors").

WHEREAS, the Purchasers, Grantors, and certain other borrowers have entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of February 23, 2018 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of February 23, 2018, by and between the Purchasers and TOC (the "TOC Security Agreement"), TOC granted to the Purchasers, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of TOC in and to certain intellectual property, (ii) that certain Trademark Security Agreement, dated as of February 23, 2018, by and between the Purchasers and ACC (the "ACC Security Agreement"), ACC granted to the Purchasers, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of ACC in and to certain intellectual property, (iii) that certain Amended and Restated Trademark Security Agreement, dated as of February 23, 2018, by and between the Purchasers and Lawler (the "Lawler Security Agreement"), Lawler granted to the Purchasers, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Lawler in and to certain intellectual property, (iv) that certain Trademark Security Agreement, dated as of July 20, 2016, by and between the Purchasers and Lawler (the "Lawler Security Agreement 2"), Lawler granted to the Purchasers, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Lawler in and to certain intellectual property, and (v) that certain Trademark Security Agreement, dated as of January 8, 2018, by and between the Purchasers and ACC (the "ACC Security Agreement 2", together with the TOC Security Agreement, the ACC Security Agreement, the Lawler Security Agreement and the Lawler Security Agreement 2, the "IP Security Agreements"), ACC granted to the Purchasers, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of ACC in and to certain intellectual property;

WHEREAS, the TOC Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 6278 Frame 0275 on February 23, 2018;

WHEREAS, the ACC Security Agreement was recorded at the USPTO at Reel 6278 Frame 0221 on February 23, 2018;

WHEREAS, the Lawler Security Agreement was recorded at the USPTO at Reel 6278 Frame 0353 on February 23, 2018;

WHEREAS, the Lawler Security Agreement 2 was recorded at the USPTO at Reel 5839 Frame 0292 on July 22, 2016 and the Corrective Security Agreement was recorded at the USPTO at Reel 6381 Frame 0598 on July 16, 2018;

WHEREAS, the ACC Security Agreement 2 was recorded at the USPTO at Reel 6245 Frame 0281 on January 8, 2018; and

WHEREAS, each Grantor has satisfied the terms of the applicable IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchasers 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 IP Security Agreements, as applicable.

SECTION 2. Termination and Release. Each Purchaser, without representation, warranty, or recourse, hereby:

(a) terminates each IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under each IP Security Agreement), whether granted pursuant to the IP Security Agreements or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to each Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreements or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at each Grantor's expense.

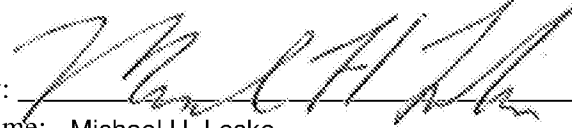
The Purchasers agree to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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 Purchasers have caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

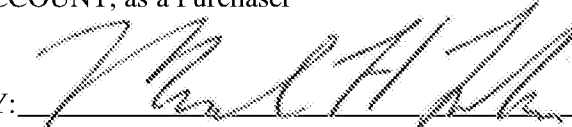
NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY, as a Purchaser

By: Northwestern Mutual Investment Management
Company, LLC, its investment adviser

By: 
Name: Michael H. Leske,
Title: Managing Director



THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY FOR ITS GROUP ANNUITY SEPARATE
ACCOUNT, as a Purchaser

BY: 
NAME: Michael H. Leske,
TITLE: Its Authorized Representative



METLIFE PRIVATE EQUITY HOLDINGS, LLC,
as a Purchaser

By: MetLife Investment Management, LLC, its
investment manager

By:  _____

Name: Sean Ritter

Title: Authorized Signatory

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METLIFE INSURANCE K.K., as a Purchaser

By: MetLife Investment Management, LLC, its
investment manager

BY:  _____

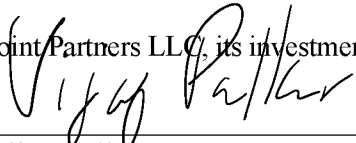
Name: Sean Ritter

Title: Authorized Signatory

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GOLDPOINT MEZZANINE PARTNERS IV, LP,
as a Purchaser

By: GoldPoint Partners LLC, its investment manager

By: 

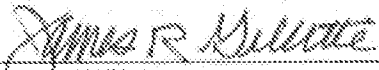
Name: Vijay Palkar

Title: Head of Investment Team

GRYPHON MEZZANINE PARTNERS, L.P.

By: Gryphon Mezzanine Partners GP, L.P.
Its: General Partner

By: Gryphon Investors, LLC
Its: General Partner

By: 
Name: James R. Gillette
Title: Managing Director and Chief Financial Officer

[Signature Page to Trademark Release]

Schedule A

Trademarks

Recorded at Reel/Frame 6278/0221 and at Reel 6245/Frame 0281

Trademark	Applicant / Registrant	Jurisdiction	Application No./ Registration No.	Status
Atlanta Cheesecake Company	Atlanta Cheesecake Company LLC	U.S.	4160415	Registered 6/19/2012
Atlanta Cheesecake Café	Atlanta Cheesecake Company LLC	U.S.	3371089	Registered 1/15/2008

Recorded at Reel/Frame 6278/0275

Trademark	Applicant / Registrant	Jurisdiction	Application No./ Registration No.	Status
THE ORIGINAL CAKERIE	THE ORIGINAL CAKERIELTD	U.S.	87/694503	Pending
INSPIRED BY HAPPINESS	THE ORIGINAL CAKERIE LTD.	U.S.	5273582	Registered
SIMPLY ORIGINAL	THE ORIGINAL CAKERIE LTD.	U.S.	4661698	Registered

Recorded at Reel/Frame 6278/0353 and at Reel 5839/Frame 0292 and Reel 6381/Frame 0598

Trademark	Applicant / Registrant	Jurisdiction	Application No./ RegistrationNo.	Status
CHOCLATE ERUPTION	LAWLER FOODS, LTD.	U.S.	2145193	Registered
LAWLER'S	LAWLER FOODS, LTD.	U.S.	1584956	Registered
LAWLER'S DESERTS THE BEST FOR LAST+ Design	LAWLER FOODS, LTD.	U.S.	2222062	Registered

NEW YORK COLOSSAL	LAWLER FOODS, LTD.	U.S.	2574973	Registered
SEDUCTION	LAWLER FOODS, LTD.	U.S.	1885141	Registered
THE BEST FOR LAST	LAWLER FOODS, LTD.	U.S.	2186801	Registered
TEDDY BAR	LAWLER FOODS, LTD.	U.S.	1605809	Registered