

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM653637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of second lien security interest in trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Stanley Senior Funding, Inc., as Collateral Agent		06/11/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zaxby's Franchising LLC		
<b>Street Address:</b>	1040 Founder's Boulevard, Suite 100		
<b>City:</b>	Athens		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30606		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 50</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5465736	BBQ	
Registration Number:	2811812	BUFFALO FINGERZ	
Registration Number:	4805305	CHICKENFLAGE	
Registration Number:	4572443	CHECK-IN FOR CHICKEN	
Registration Number:	5801334	CRAVELICIOUS	
Registration Number:	5336446	FRIENDS. FAMILY. FLAVOR.	
Registration Number:	5465733	HOT HONEY MUSTARD	
Registration Number:	5249867	INDESCRIBABLY GOOD	
Registration Number:	5613554	INSANE	
Registration Number:	5618138	INSANE	
Registration Number:	2728280	KIDDIE CHEESE	
Registration Number:	2596276	KIDDIE FINGER	
Registration Number:	3783618	KIDZ NIBBLER	
Registration Number:	4835204	LZ	
Registration Number:	4840020	LZ	
Registration Number:	6135907		
Registration Number:	6136397		
Registration Number:	4804112		

CH \$1265.00 5465736

Property Type	Number	Word Mark
Registration Number:	4090478	
Registration Number:	6009545	NIBBLERZ
Registration Number:	5465731	NUCLEAR
Registration Number:	5465732	ORIGINAL
Registration Number:	5814861	SOUTHERN TLC
Registration Number:	5991912	SOUTHERN TLC WITH MAYO TOMATO · LETTUCE ·
Registration Number:	6015472	SOUTHWEST CHIPOTLE FILLET SANDWICH
Registration Number:	5465734	SWEET & SPICY
Registration Number:	5465735	TERIYAKI
Registration Number:	4650547	THE OFFICIAL CHICKEN OF SPORTS FANZ
Registration Number:	3402748	THE ZENSATION
Registration Number:	5905197	THE ZENSATION
Registration Number:	2653300	TONGUE TORCH
Registration Number:	5465730	TONGUE TORCH
Registration Number:	2720810	ZALADS
Registration Number:	2752555	ZAPPETIZERS
Registration Number:	3562678	ZAX KIDZ
Registration Number:	2870574	ZAX PAK
Registration Number:	2563243	ZAX SAUCE
Registration Number:	2529454	ZAX SNAK
Registration Number:	2487337	ZAXBY'S
Registration Number:	4568225	ZAXBY'S
Registration Number:	4619980	ZAXBY'S
Serial Number:	88792544	ZAXBY'S
Serial Number:	88818264	ZAXBY'S
Registration Number:	4805330	ZAXBY'S
Registration Number:	5055428	ZAXBY'S
Registration Number:	5195746	ZAXBY'S FANZ OF FLAVOR
Registration Number:	2868595	ZAXBY'S REAL CHICKEN
Registration Number:	3159709	ZESTABLE DIP
Registration Number:	4894408	ZUZY
Registration Number:	5271620	ZUZY

#### CORRESPONDENCE DATA

Fax Number: 6462192353

*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: 212 373 2488

Email: mamcdonough@paulweiss.com, mmcguire@paulweiss.com

**Correspondent Name:** Marissa A. McDonough  
**Address Line 1:** 1285 Avenue of the Americas  
**Address Line 2:** Paul Weiss Rifkind Wharton &Garrison LLP  
**Address Line 4:** New York, NEW YORK 10019-6064

**ATTORNEY DOCKET NUMBER:** 023381-001

**NAME OF SUBMITTER:** Marissa A. McDonough

**SIGNATURE:** /Marissa A. McDonough/

**DATE SIGNED:** 06/14/2021

**Total Attachments: 7**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST TRADEMARKS (this “Release”), dated as of June 11, 2021 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of December 28, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of December 28, 2020 (the “Second Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 28, 2020 at Reel/Frame 7147/0806;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent 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 Security Agreement or the Second Lien Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademarks under the Second Lien Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

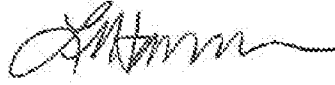
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the 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.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,  
INC. acting in its capacity as Second Lien  
Agent**

By:   
Name: Lisa Hanson  
Title: Vice President

**GRANTOR:**

**ZAXBY'S FRANCHISING LLC, as  
Grantor**

By: \_\_\_\_\_


Name: Blake Bailey

Title: Chief Financial Officer

[Signature Page to Trademark Release (Second Lien)]

**TRADEMARK  
REEL: 007325 FRAME: 0209**

**Schedule I**  
**U.S. Trademarks and Applications**

Mark	Juris.	App. No.	App. Date	Reg. No	Reg. Date	Owner of Record
BBQ & Design 	US	87347416	02/23/2017	5465736	05/08/18	ZAXBY'S FRANCHISING LLC
BUFFALO FINGERZ	US	78163447	09/12/02	2811812	02/03/04	ZAXBY'S FRANCHISING LLC
CHICKENFLAGE	US	86357880	08/05/14	4805305	09/01/15	ZAXBY'S FRANCHISING LLC
CHECK-IN FOR CHICKEN	US	86167518	01/16/14	4572443	07/22/14	ZAXBY'S FRANCHISING LLC
CRAVELICIOUS	US	87749956	01/10/18	5801334	07/09/19	ZAXBY'S FRANCHISING LLC
FRIENDS. FAMILY. FLAVOR.	US	87140058	08/16/16	5336446	11/14/17	ZAXBY'S FRANCHISING LLC
HOT HONEY MUSTARD & Design 	US	87347400	02/23/17	5465733	05/08/18	ZAXBY'S FRANCHISING LLC
INDESCRIBABLY GOOD	US	87251695	11/30/16	5249867	07/25/17	ZAXBY'S FRANCHISING LLC
INSANE	US	87751372	01/11/18	5613554	11/20/18	ZAXBY'S FRANCHISING LLC
INSANE & Design 	US	87347444	02/23/17	5618138	11/27/18	ZAXBY'S FRANCHISING LLC
KIDDIE CHEESE	US	76107064	08/11/00	2728280	06/17/03	ZAXBY'S FRANCHISING LLC
KIDDIE FINGER	US	76107065	08/11/00	2596276	07/16/02	ZAXBY'S FRANCHISING LLC
KIDZ NIBBLER	US	77751746	06/04/09	3783618	05/04/10	ZAXBY'S FRANCHISING LLC
LZ	US	86501068	01/12/15	4835204	10/20/15	ZAXBY'S FRANCHISING LLC
LZ & Design	US	86502957	01/14/15	4840020	10/27/15	ZAXBY'S FRANCHISING

						LLC
MISCELLANEOUS DESIGN (CHICKEN LOGO IN CIRCLE) 	US	88792547	02/11/20	6135907	08/25/20	ZAXBY'S FRANCHISING LLC
MISCELLANEOUS DESIGN (CHICKEN LOGO IN CIRCLE) 	US	88818266	03/03/20	6136397	08/25/20	ZAXBY'S FRANCHISING LLC
MISCELLANEOUS DESIGN (SILHOUETTE OF AVIATOR CHICKEN) 	US	86525178	02/05/15	4804112	09/01/15	ZAXBY'S FRANCHISING LLC
MISCELLANEOUS DESIGN (SILHOUETTE OF CHICKEN IN CIRCLE) 	US	85335260	06/01/11	4090478	01/24/12	ZAXBY'S FRANCHISING LLC
NIBBLERZ	US	88431375	05/15/19	6009545	03/10/20	ZAXBY'S FRANCHISING LLC
NUCLEAR & Design 	US	87347358	02/23/17	5465731	05/08/18	ZAXBY'S FRANCHISING LLC
ORIGINAL & Design 	US	87347365	02/23/17	5465732	05/08/18	ZAXBY'S FRANCHISING LLC
SOUTHERN TLC	US	88000878	06/14/18	5814861	07/23/19	ZAXBY'S FRANCHISING LLC
SOUTHERN TLC & DESIGN 	US	88007356	06/20/18	5991912	02/18/20	ZAXBY'S FRANCHISING LLC
SOUTHWEST CHIPOTLE FILLET SANDWICH	US	88377562	04/09/19	6015472	03/17/20	ZAXBY'S FRANCHISING



						LLC
SWEET & SPICY & Design 	US	87347406	02/23/17	5465734	05/08/18	ZAXBY'S FRANCHISING LLC
TERIYAKI & Design 	US	87347415	02/23/17	5465735	05/08/18	ZAXBY'S FRANCHISING LLC
THE OFFICIAL CHICKEN OF SPORTS FANZ	US	86975466	11/15/13	4650547	12/02/14	ZAXBY'S FRANCHISING LLC
THE ZENSATION	US	77137598	03/22/07	3402748	03/25/08	ZAXBY'S FRANCHISING LLC
THE ZENSATION	US	88276106	01/25/19	5905197	11/05/19	ZAXBY'S FRANCHISING LLC
TONGUE TORCH	US	76111170	08/11/00	2653300	11/26/02	ZAXBY'S FRANCHISING LLC
TONGUE TORCH & Design 	US	87347349	02/23/17	5465730	05/08/18	ZAXBY'S FRANCHISING LLC
ZALADS	US	76373369	02/22/02	2720810	06/03/03	ZAXBY'S FRANCHISING LLC
ZAPPETIZERS	US	76456336	10/07/02	2752555	08/19/03	ZAXBY'S FRANCHISING LLC
ZAX KIDZ	US	78939870	07/28/06	3562678	01/13/09	ZAXBY'S FRANCHISING LLC
ZAX PAK	US	78205272	01/21/03	2870574	08/03/04	ZAXBY'S FRANCHISING LLC
ZAX SAUCE	US	76107551	08/11/00	2563243	04/23/02	ZAXBY'S FRANCHISING LLC
ZAX SNAK	US	76107505	08/11/00	2529454	01/15/02	ZAXBY'S FRANCHISING LLC
ZAXBY'S	US	76107372	08/11/00	2487337	09/11/01	ZAXBY'S FRANCHISING LLC
ZAXBY'S	US	86141621	12/12/13	4568225	7/15/14	ZAXBY'S FRANCHISING LLC
ZAXBY'S	US	86141573	12/12/13	4619980	10/14/14	ZAXBY'S FRANCHISING LLC

ZAXBY'S	US	88792544	02/11/20	[Pending]	[Pending]	ZAXBY'S FRANCHISING LLC
ZAXBY'S	US	88818264	03/03/20	[Pending]	[Pending]	ZAXBY'S FRANCHISING LLC
ZAXBY'S & Design (Camouflage Background) 	US	86372055	08/20/14	4805330	09/01/15	ZAXBY'S FRANCHISING LLC
ZAXBY'S & Design (Silhouette of Chicken in Circle) 	US	86568318	03/18/15	5055428	10/04/16	ZAXBY'S FRANCHISING LLC
ZAXBY'S FANZ OF FLAVOR	US	87232490	11/10/16	5195746	05/02/17	ZAXBY'S FRANCHISING LLC
ZAXBY'S REAL CHICKEN & Design 	US	76490599	02/19/03	2868595	08/03/04	ZAXBY'S FRANCHISING LLC
ZESTABLE DIP	US	78210479	02/04/03	3159709	10/17/06	ZAXBY'S FRANCHISING LLC
ZUZY	US	86504542	01/15/15	4894408	02/02/16	ZAXBY'S FRANCHISING LLC
ZUZY & Design 	US	86562983	03/13/15	5271620	08/22/17	ZAXBY'S FRANCHISING LLC