

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659685

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900620308

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&T Bank	FORMERLY DNB First, N.A.	10/27/2020	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	The Hamburger Museum, Inc.
Also Known As:	AKA Nifty Fifty's
Street Address:	200 Kendron Ave.
City:	Folsom
State/Country:	PENNSYLVANIA
Postal Code:	19033
Entity Type:	Corporation: PENNSYLVANIA
Name:	NFIP, LLC
Street Address:	220 Kendron Ave.
Internal Address:	Nifty Fifty's
City:	Folsom
State/Country:	PENNSYLVANIA
Postal Code:	19033
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1487979	NIFTY FIFTY'S
Registration Number:	1554238	
Registration Number:	1552362	TASTE THE MEMORIES
Registration Number:	1967702	BLUE RIBBON MILK SHAKES
Registration Number:	1894230	EXOTIC MILK SHAKES
Registration Number:	1885127	ROYAL FILET MIGNON
Registration Number:	1945117	WORLD'S LARGEST SODA FOUNTAIN
Registration Number:	3009862	NIFTY COLA DRINK... OUR OWN PHILADELPHIA
Registration Number:	2617162	WATCH US DO IT FRESH
Registration Number:	2488301	SHAKEMAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3924409	WE BABY OUR BURGERS!
Registration Number:	3325074	READERS ARE LEADERS

CORRESPONDENCE DATA

Fax Number: 6103598580

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: 610-359-7300

Email: RBFamiglio@FamiglioAssociates.com

Correspondent Name: Robert B. Famiglio, Esq.

Address Line 1: PO Box 1999

Address Line 4: Media, PENNSYLVANIA 19063-8999

ATTORNEY DOCKET NUMBER:	3182-1
NAME OF SUBMITTER:	Robert B. Famiglio
SIGNATURE:	/Robert B. Famiglio/
DATE SIGNED:	07/13/2021

Total Attachments: 4

source=Corrected Release of Security Interest NFIP#page1.tif

source=Corrected Release of Security Interest NFIP#page2.tif

source=Corrected Release of Security Interest NFIP#page3.tif

source=Corrected Release of Security Interest NFIP#page4.tif

RELEASE OF SECURITY INTEREST IN U.S. TRADEMARK REGISTRATIONS

This Release of Trademark Security Interest ("Release") is made on the date of signature below, and is effective *nunc pro tunc* as of June 20, 2017, and is granted by **S&T Bank, formerly known as DNB First, N.A.**, as the secured party under the Loan Agreement referred to below ("**DNB First**"), in favor of **The Hamburger Museum, Inc. ("THM")**, a Pennsylvania Corporation and its successors, assigns and legal representatives and in favor of **NFIP, LLC, ("NFIP")**, a ~~Delaware~~ **Pennsylvania** Limited Liability Company (the actual title holder of all the registrations listed herewith) and its successors, assigns and legal representatives. (RST) 7/13/2021

WHEREAS, pursuant to that certain Trademark Security Agreement ("**Agreement**") dated on or about March 30, 2012 among **THM** and **NFIP** of one part and **DNB First** of the other part, **THM** and **NFIP** executed and delivered to **DNB First** that certain Agreement by and between **THM** and **NFIP**, and **DNB First** recorded in the United States Trademark Office at **Reel 004755, Frame 0386** through **Frame 0395** and also at **Reel 004771, Frame 0112** through **Frame 0128**.

WHEREAS, pursuant to that Agreement, **THM** and **NFIP** pledged and granted to **DNB First**, for the benefit of **DNB First**, a security interest in and to all of the right, title and interest of **THM**, and of **NFIP** to the extent their interest appears, in certain trademark registrations ("Collateral") listed in **Schedule 1** attached hereto, whereby **THM** and **NFIP** agreed to grant a security interest of all the properties and assets of **THM** and **NFIP** set forth in the referenced **Schedule 1** subject to the terms and conditions contained therein.

WHEREAS, **THM** and **NFIP** has met all obligations under said **DNB First** Agreement and there is no outstanding monies due between the parties and **DNB First** has agreed to release the Security interest held in all the subject Trademark Registrations as of the date of this Release.

WHEREAS, **DNB First** was acquired by or otherwise became known as **S&T Bank** which has acquired a right, title and interest under any earlier rights and obligations of **DNB First**, thereby providing **S&T Bank** authority to provide this Release presently presented.

WHEREAS, the Parties hereto wish to affirm the present ownership of all registrations which were subject to the referenced Security Interest against **THM** and **NFIP** and remove any confusion or doubt about the release of all liens or security interests now or in the past recorded by **DNB First** as against either **THM** and **NFIP**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **S&T Bank, formerly known as DNB**

First N.A., hereby states as follows:

1. **Release of Security Interest.** S&T Bank on behalf of itself, its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has or had pursuant to the Agreement in any and all right, title and interest of THM and/or NFIP or any other party has or had and releases any and all claims to the Collateral, such collateral including but not limited to:

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of THM and/or NFIP or any other party accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Confirmation of Ownership.** S&T Bank, on behalf of itself, its successors, legal representatives and assigns, hereby confirms that it has no continuing interest in any or all Collateral it may have held under the said Agreement and that any and all claims against THM and/or NFIP have been satisfied and released and that THM and/or NFIP continues to own the Collateral as their interests may appear.

3. **Further Assurances.** S&T Bank agrees, at its expense, to take all further actions, and provide to THM and/or NFIP and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as THM and/or NFIP and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to

this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, S&T Bank, formerly known as DNB First, N.A., has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date written below.

The Secured Party
S&T BANK, formerly known as DNB First, N.A.

By: Roberta S. Morrow

Its: Sr Loan Records Analyst

Dated: October 27, 2020

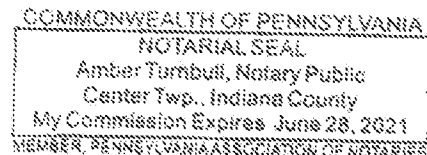
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Indiana

Subscribed and sworn to before me on this 27th day of October, 2020, by Roberta S Morrow, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)

Amber Turnbull
NOTARY



SCHEDULE 1

MARK	REGISTRATION DATE	REGISTRATION NUMBER	APPLICATION SERIAL NUMBER
Nifty Fifty's	May 10, 1988	1,487,979	73/683,146
Silhouette Design	August 29, 1989	1,554,238	73/766,936
Taste the Memories	August 15, 1989	1,552,362	73/766,935
Blue Ribbon Milk Shakes	April 16, 1996	1,967,702	74/523,913
Exotic Milk Shakes	May 16, 1995	1,894,230	74/524,168
Royal Filet Mignon	March 21, 1995	1,885,127	74/523,819
World's Largest Soda Fountain	January 2, 1996	1,945,117	74/538,322
Nifty Cola Design	November 1, 2005	3,009,862	76/214,859
Watch Us Do It Fresh	September 10, 2002	2,617,162	76/203,205
Shakeman	September 11, 2001	2,488,301	75/638,773
We Baby Our Burgers Design	March 01, 2011	3,924,409	76/703,838
Readers are Leaders	October 30, 2007	3,325,074	76/457,237