

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM660623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		07/16/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Boston Market Corporation
Street Address:	14103 Denver West Parkway
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4965249	AT BOSTON MARKET, THE CHICKEN CAME FIRST
Registration Number:	4587896	HOLIDAY EXPERTS
Registration Number:	3931742	GOODNESS IS SERVED
Registration Number:	3511498	BOSTON MARKET
Registration Number:	3486363	
Registration Number:	2156874	
Registration Number:	2248593	BOSTON MARKET
Registration Number:	2139128	
Registration Number:	2138602	PEOPLE PAGES
Registration Number:	2161437	BOSTON MARKET
Registration Number:	2237987	
Registration Number:	2453391	BOSTONMARKET.COM
Registration Number:	2131807	
Registration Number:	2181724	BOSTON MARKET
Registration Number:	2066383	BOSTON CARVER SANDWICHES
Registration Number:	2005963	MEAT LOAF CARVER
Registration Number:	2005962	CHICKEN CARVER
Registration Number:	2005964	TURKEY CARVER
Registration Number:	2031466	BOSTON MARKET HOME STYLE MEALS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1982175	BOSTON MARKET
Registration Number:	2102511	BOSTON MARKET
Registration Number:	1997941	BOSTON CARVER
Registration Number:	1996529	BOSTON
Registration Number:	2029513	
Registration Number:	1942467	
Registration Number:	1940179	BOSTON MARKET
Registration Number:	1963578	BOSTON MARKET
Registration Number:	1878751	ROTISSERIE
Registration Number:	1865024	BOSTON CHICKEN ROTISSERIE
Registration Number:	1628747	BOSTON CHICKEN
Registration Number:	1615277	
Registration Number:	1191424	MARKET
Registration Number:	5157931	YOU GATHER. WE'LL CATER.

CORRESPONDENCE DATA

Fax Number: 2165790212
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: 216-586-3939
Email: crhunter@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Caitlin R. Hunter
Address Line 1: 901 Lakeside Ave.
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	07/16/2021

Total Attachments: 6
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of July 16, 2021, is made by **CITIZENS BANK, N.A.**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), in favor of Grantor (as defined below).

WHEREAS, **BOSTON MARKET CORPORATION**, a Delaware corporation (“Grantor”), was a party to (i) that certain Credit Agreement, dated as of August 26, 2016 (as amended, restated, supplemented or otherwise modified, the “Credit Agreement”), by and among Grantor, Boston Market Intermediate Holding Corp., a Delaware corporation, the other Loan Parties party thereto, the lenders party thereto and Agent, (ii) that certain Guaranty and Security Agreement, dated as of August 26, 2016 (as amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), by and among Grantor, the other grantors party thereto and Agent, (iii) that certain Trademark Security Agreement, dated as of August 26, 2016 (the “First Trademark Security Agreement”), by Grantor in favor of Agent, which was recorded with the United States Patent and Trademark Office on August 26, 2016, in its records at Reel 5864, Frame 0113, and (iv) that certain Trademark Security Agreement, dated as of October 9, 2018 (the “Second Trademark Security Agreement”, and together with the First Trademark Security Agreement, collectively, the “Trademark Security Agreements”), by Grantor in favor of Agent, which was recorded with the United States Patent and Trademark Office on October 9, 2018, in its records at Reel 6452, Frame 0354;

WHEREAS, the Guaranty and Security Agreement and Trademark Security Agreements granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in and continuing lien on all right, title and interest of Grantor in, to and under the following (collectively, the “Trademark Collateral”): (a) all of its Trademark registrations and applications for registration of Trademarks, including those referred to on Schedule I; (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, and (ii) injury to the goodwill associated with any Trademark; provided that, the Trademark Collateral shall not include (x) any asset that does not also constitute Collateral or (y) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

WHEREAS, Agent desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Defined Terms. Capitalized terms used but not defined herein have the meanings given to them in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

2. Release. Agent hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, and (b) any and all other rights it may have under the Guaranty and Security Agreement or the Trademark Security Agreements other than any rights that expressly survive termination thereof, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and subject to review and approval by Agent's counsel, any other filings reasonably necessary to evidence release and termination of its rights under the Guaranty and Security Agreement or the Trademark Security Agreements with respect to the Trademark Collateral.

3. Counterparts. This Release may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by emailed .pdf or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

4. Governing Law. The validity of this Release, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the day and year first above written.

CITIZENS BANK, N.A.

By: 

Name: Michael Flynn

Title: Senior Vice President

SCHEDULE I

Grantor	Country	Mark	Application/ Registration No.	App./Reg. Date
Boston Market Corporation	United States	AT BOSTON MARKET, THE CHICKEN CAME FIRST BUT NOW WE'VE GOT THE EGG	4965249	5/24/16
Boston Market Corporation	United States	HOLIDAY EXPERTS	4387896	8/19/14
Boston Market Corporation	United States	GOODNESS IS SERVED	3931742	3/15/11
Boston Market Corporation	United States	BOSTON MARKET	3511498	10/7/08
Boston Market Corporation	United States	<i>Design Only</i>	3486363	8/12/08
Boston Market Corporation	United States	<i>Design Only</i>	2156874	5/12/98
Boston Market Corporation	United States	BOSTON MARKET	2248593	6/1/99
Boston Market Corporation	United States	<i>Design Only</i>	2139128	2/24/98
Boston Market Corporation	United States	PEOPLE PAGES	2138602	2/24/98
Boston Market Corporation	United States	BOSTON MARKET	2161437	6/2/98
Boston Market Corporation	United States	<i>Design Only</i>	2237987	4/13/99
Boston Market Corporation	United States	BOSTONMARKET.COM	2453391	5/22/01
Boston Market Corporation	United States	<i>Design Only</i>	2131867	1/27/98

Boston Market Corporation	United States	BOSTON MARKET	2181724	8/18/98
Boston Market Corporation	United States	BOSTON CARVER SANDWICHES	2066383	10/18/95
Boston Market Corporation	United States	MEAT LOAF CARVER	2005963	9/11/95
Boston Market Corporation	United States	CHICKEN CARVER	2005962	9/11/95
Boston Market Corporation	United States	TURKEY CARVER	2005964	10/8/96
Boston Market Corporation	United States	BOSTON MARKET HOME STYLE MEALS	2031466	1/21/97
Boston Market Corporation	United States	BOSTON MARKET	1982175	6/25/96
Boston Market Corporation	United States	BOSTON MARKET	2102511	10/7/97
Boston Market Corporation	United States	BOSTON CARVER	1997941	9/3/96
Boston Market Corporation	United States	BOSTON	1996529	8/27/96
Boston Market Corporation	United States	<i>Design Only</i>	2029513	12/6/94
Boston Market Corporation	United States	<i>Design Only</i>	1942467	12/19/95
Boston Market Corporation	United States	BOSTON MARKET	1940179	12/5/95
Boston Market Corporation	United States	BOSTON MARKET	1963578	3/19/96
Boston Market Corporation	United States	ROTISSERIE	1878751	2/14/95
Boston Market Corporation	United States	BOSTON CHICKEN ROTISSERIE	1865024	11/29/94
Boston Market Corporation	United States	BOSTON CHICKEN	1628747	12/18/90

Boston Market Corporation	United States	<i>Design Only</i>	1615277	9/25/90
Boston Market Corporation	United States	MARKET	1193424	3/2/82

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date
YOU GATHER. WE'LL CATER	U.S.	87/019856 29-Apr-2016	5157931 07-Mar-2017