

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM668129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortress Credit Corp.		08/16/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Taco Cabana, L.P.		
<b>Street Address:</b>	1077 Central Parkway South		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78232		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6140410	CABANA BOWL	
<b>Registration Number:</b>	5956165	IT'S TC TIME!	
<b>Registration Number:</b>	5956164	MY TC	
<b>Registration Number:</b>	5950683	TC TIME!	
<b>Registration Number:</b>	5999648	THE ORIGINAL TACO CABANA MEXICAN PATIO C	
<b>Registration Number:</b>	6028049	TACO CABANA	
<b>Registration Number:</b>	5999647	THE ORIGINAL TACO CABANA MEXICAN PATIO C	
<b>Registration Number:</b>	1581970	TACO CABANA	
<b>Registration Number:</b>	4104355	TACO CABANA RAPIDO	
<b>Registration Number:</b>	1726537	THE ORIGINAL TACO CABANA MEXICAN PATIO C	
<b>Registration Number:</b>	4104353	THE ORIGINAL TACO CABANA MEXICAN PATIO C	
<b>Registration Number:</b>	1978245	THE ORIGINAL TACO CABANA TEX-MEX PATIO C	
<b>Registration Number:</b>	5267891	THE ORIGINAL MEXICAN HOT SAUCE	
<b>Registration Number:</b>	6381701	TC PANTRY	
<b>Registration Number:</b>	6367932	TACO CABANA PANTRY	
<b>Registration Number:</b>	6367931	TACO CABANA PANTRY FROM OUR KITCHEN TO Y	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 6140410

**Fax Number:** 7044441111

***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:** 7044441124

**Email:** elaine.hunt@alston.com

**Correspondent Name:** Michele M. Glessner

**Address Line 1:** Alston & Bird LLP

**Address Line 2:** 101 South Tryon Street, Suite 4000

**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt
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<b>SIGNATURE:</b>	/Elaine B. Hunt/
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<b>DATE SIGNED:</b>	08/17/2021
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**Total Attachments: 5**

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is dated as of August 16, 2021 (the “Release Date”), by FORTRESS CREDIT CORP., as administrative agent and collateral for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the “Agent”), for the benefit of TEXAS TACO CABANA, L.P., a Texas limited partnership (the “Grantor”).

WHEREAS, the Grantor has entered into that certain (i) Security Agreement, dated as of November 23, 2020, in favor of the Agent and (ii) Trademark Security Agreement, dated as of November 23, 2020 in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent a security interest in and to all of its right, title and interest in, to and under all of the Trademark Collateral of the Grantor, including, without limitation, those referred to on Schedule I hereto;

WHEREAS, the Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral, the Trademark Security Agreement was recorded by the USPTO on December 8, 2020 at Reel 7126, Frame 0481;

WHEREAS, the Grantor has been released from all obligations under the Credit Agreement and all liens granted to the Agent on the assets of the Grantor have been released and the Grantor has requested that the Agent release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby, without any representation and warranty and without any recourse (a) terminates the Liens (as defined in the Credit Agreement) and security interests created under the Trademark Security Agreement in the Trademark Collateral, (b) releases its security interest in the Trademark Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral, (d) terminates the Trademark Security Agreement, and (e) assigns, grants and conveys to the Grantor any and all of Agent’s right, title and interest in and to the Trademark Collateral.

2. Recordation of Release. The Agent understands and agrees that this Release shall be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement.

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

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**FORTRESS CREDIT CORP.**, as Agent

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

Name: Daniel Bass

Title: Authorized Signatory

[Signature Page – Termination and Release of Security Interest (Trademarks)]

## Schedule I

### I. Registered Trademarks

<b>Name of Grantor/Registered Owner</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
Texas Taco Cabana	US	6140410	Sep 11, 2020	<b>CABANA BOWL</b>
Texas Taco Cabana	US	<b>5956165</b>	Jan. 07, 2020	IT'S TC TIME!
Texas Taco Cabana	US	5956164	Jan. 07, 2020	MY TC
Texas Taco Cabana	US	5950683	Dec. 31, 2019	TC TIME!
Texas Taco Cabana	US	<b>5999648</b>	<b>March 3, 2020</b>	THE ORIGINAL TACO CABANA MEXICAN PATIO CAFÉ & Design
Texas Taco Cabana	US	6028049	04/07/2020	<b>TACO CABANA</b>
Texas Taco Cabana	US	<b>5999647</b>	<b>March 3, 2020</b>	THE ORIGINAL TACO CABANA MEXICAN PATIO CAFÉ & Design
Texas Taco Cabana	US	1,581,970	6-Feb-1990	TACO CABANA (Stylized)
Texas Taco Cabana	US	4,104,355	28-Feb-2012	TACO CABANA RAPIDO
Texas Taco Cabana	US	1,726,537	20-Oct-1992	THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE & Design

Texas Taco Cabana	US	4,104,353	28-Feb-2012	THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE RAPIDO & Design
Texas Taco Cabana	US	1,978,245	4-Jun-1996	THE ORIGINAL TACO CABANA TEX-MEX PATIO CAFE & Design
Texas Taco Cabana	US	5,267,891	15-Aug-2017	THE ORIGINAL MEXICAN HOT SAUCE
Texas Taco Cabana	US	6381701	06/08/2021	TC PANTRY
Texas Taco Cabana	US	6367932	06/01/2021	TACO CABANA PANTRY
Texas Taco Cabana	US	6367931	06/01/2021	