# 3H \$115.00 44

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM684505

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | BELEASE OF SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                      |
|---|----------|----------------|----------------------------------|
| GOLDMAN SACHS<br>SPECIALTY LENDING<br>GROUP, L.P. |          | 10/28/2021     | Limited Partnership:<br>DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | MISSION BBQ I.P. HOLDINGS, LLC      |  |
|-----------------|-------------------------------------|--|
| Street Address: | 7750 Governor Ritchie Highway       |  |
| City:           | Glen Burnie                         |  |
| State/Country:  | MARYLAND                            |  |
| Postal Code:    | 21061                               |  |
| Entity Type:    | Limited Liability Company: MARYLAND |  |

#### PROPERTY NUMBERS Total: 4

| Property Type        | Number  | Word Mark                     |  |
|----------------------|---------|-------------------------------|--|
| Registration Number: | 4400097 | BAY-B-QUE                     |  |
| Registration Number: | 4403173 | BAY-B-QUE                     |  |
| Registration Number: | 4207461 | MISSION BBQ THE AMERICAN WAY. |  |
| Registration Number: | 4657534 | MISSION BBQ PROUD TO SERVE    |  |

## **CORRESPONDENCE DATA**

Fax Number:

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: 1404215366413664
Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

| NAME OF SUBMITTER: | Anthony Fasolino   |  |
|--------------------|--------------------|--|
| SIGNATURE:         | /Anthony Fasolino/ |  |
| DATE SIGNED:       | 10/29/2021         |  |

**Total Attachments: 4** 

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Release"), effective as of October 28, 2021, is made by and between GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a Delaware limited partnership ("Goldman") with an address at 6011 Connection Drive, Irving, Texas 75039, in its capacity as Collateral Agent for itself and the other Secured Parties (together with its successors and permitted assigns, in such capacity, the "Collateral Agent"), in favor of MISSION BBQ I.P. HOLDINGS, LLC (Formerly Mission BBQ Holdings, LLC), a Maryland limited liability ("Grantor" and, along with any Additional Grantor, collectively, "Grantors"). All capitalized terms not defined herein shall have the meanings set forth in the Credit Agreement, the Security Agreement and/or the Trademark Security Agreement (as such terms are defined below).

WHEREAS, the Collateral Agent, Goldman, in its capacity as Administrative Agent and Lead Arranger, Borrower, and the Lenders are parties to that certain Credit and Guaranty Agreement, dated as of November 24, 2014 (the "Credit Agreement") pursuant to which the Lenders agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of November 24, 2014 (the "Security Agreement"), in connection with the Credit Agreement in order to induce the Lenders to enter into, and extend credit to, the Borrower under the Credit Agreement and to secure their obligations as set forth in the Credit Agreement, pursuant to which Grantors granted to the Collateral Agent on behalf of the Lenders a security interest and continuing lien on the Grantors' right, title and interest in, to and under certain Collateral, as set forth in the Security Agreement;

WHEREAS, Grantor and the Collateral Agent are parties to (i) that certain Trademark Security Agreement dated as of November 24, 2014, which was recorded with the United States Patent and Trademark Office (the "USPTO") on November 24, 2014, at Reel / Frame 5407 / 0524 (the "2014 Trademark Security Agreement"), and (ii) that certain Trademark Security Agreement dated as of October 10, 2016, which was recorded with the USPTO on October 20, 2016, at Reel / Frame 5896 / 0489 (the "2016 Trademark Security Agreement", and together with the 2014 Trademark Security Agreement, collectively, the "Trade Mark Security Agreements", and each individually, a "Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement and each Trademark Security Agreement, each Grantor granted to the Collateral Agent a security interest in all of its right, title and interest in, to and under the following Collateral (collectively, the "**Trademark Collateral**"): all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I of each Trademark Security Agreement, all renewals of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License, and all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licenses under any Trademark License; and

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WHEREAS, the Secured Obligations set forth in the Security Agreement have been paid and performed in full and the Collateral Agent has agreed to terminate and release the Lien on and security interest in and all of its and the Lenders' right, title and interest in or to the Trademark Collateral, including without limitation the trademark applications and registrations listed in Schedule A hereto.

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

- 1. Release of Lien. The Collateral Agent, on behalf of itself and the Lenders, hereby (a) terminates, extinguishes, cancels, releases and discharges the Lien and security interest in and any and all right, title and interest in and to the Trademark Collateral arising in connection with the Credit Agreement, the Security Agreement, or any Trademark Security Agreement, including without limitation the Trademarks listed in Schedule A hereto; (b) terminates each Trademark Security Agreement; and (c) reassigns any and all interests it may have in such trademarks to the applicable Grantors.
- 2. <u>Authorization to Record</u>. The Collateral Agent authorizes and requests that the USPTO record this Release.
- 3. <u>Governing Law.</u> This Release and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first above written.

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its carreity as Collegeral Agent

By:

Name: Greg Watts

Title: Vice President

[Signature Page to Release of Security Interests in Trademarks (Mission BBQ)]

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# Schedule A to Release of Security Interest in Trademarks

| TRADEMARK  | TRADEMARK OWNER  |         | REGISTRATION<br>DATE |
|--|--|---------|----------------------|
| BAY-B-QUE<br>(Word)                                | Mission BBQ I.P. Holdings, LLC (Formerly Mission BBQ Holdings, LLC)        | 4400097 | September 10, 2013   |
| BAY-B-QUE<br>(Word & Design)                       | Mission BBQ I.P. Holdings, LLC (Formerly Mission BBQ Holdings, LLC)        | 4403173 | September 17, 2013   |
| MISSION BBQ THE<br>AMERICAN WAY<br>(Word & Design) | Mission BBQ I.P. Holdings, LLC (Formerly Mission BBQ Holdings, LLC)        | 4207461 | September 11, 2012   |
| MISSION BBQ Proud<br>to Serve                      | Mission BBQ Glen<br>Burnie, LLC (formerly<br>known as Mission BBQ,<br>LLC) | 4657534 | December 16, 2014    |

**RECORDED: 10/29/2021** 

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