

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSD PCOF PARTNERS V, LLC, as Administrative Agent		01/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HOPDODDY, LLC		
Street Address:	512 E. Riverside Drive, Suite 150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4613069	BURGER BOUNCER	
Registration Number:	4839761	DODDY BY NATURE	
Registration Number:	4533406	GOOD KARMA NEVER TASTED SO GOOD.	
Registration Number:	4601539	GOODNIGHT/GOOD CAUSE	
Registration Number:	4153528	HD 2010	
Registration Number:	3951042	HOP DODDY	
Registration Number:	4006353	HOPDODDY BURGER BAR	
Registration Number:	4149904	HOPDODDY BURGER BAR	
Registration Number:	4743633	LIVING BETWEEN 9 AND 10	
Registration Number:	4533403	PEACE. LOVE. HOPPINESS.	
Serial Number:	86557456	LIL' DODDY	
CORRESPONDENCE DATA			
Fax Number:	8602402701		
<i>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.</i>			
Phone:	8602402935		
Email:	michelle.fournier@morganlewis.com		
Correspondent Name:	Michelle Fournier		
Address Line 1:	Morgan, Lewis & Bockius LLP		

OP \$290.00 4613069

Address Line 2: One State Street
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Michelle Walters Fournier

SIGNATURE: /Michelle Walters Fournier/

DATE SIGNED: 01/14/2022

Total Attachments: 9

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of January 13, 2022, is made by **MSD PCOF PARTNERS V, LLC** in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)), in favor of **HOPDODDY, LLC** (the "Grantor").

WHEREAS, (i) the Grantor, Hopdoddy Holdings, LLC ("Borrower"), the other Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time, are parties to that certain Credit Agreement, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), (ii) the Grantor, the other grantors party thereto and Administrative Agent, are parties to that certain Security Agreement, dated as of November 30, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), and (iii) the Grantor and Administrative Agent are parties to that certain Trademark Security Agreement, dated as of November 30, 2018 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to Administrative Agent a security interest in, and lien on, all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks and applications set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "USPTO") on November 30, 2018 at Reel 6491 and Frame 0588;

WHEREAS, Administrative Agent has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Security Agreement or the Trademark Security Agreement, as applicable.

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

1. Release of Security Interest. Administrative Agent hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all liens and security interests granted to Administrative Agent for the benefit of itself and the other Secured Parties in the following (collectively, the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule A hereto; and

b. all related goodwill, and all proceeds and products thereof;

and reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest Administrative Agent may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks and applications referred to on Schedule A annexed hereto).

2. Recordation. Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, at the Grantor's sole expense, to record this document with the USPTO and any other applicable governmental office or agency. Administrative Agent further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.


3. Governing Law. THIS RELEASE OF TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

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IN WITNESS WHEREOF, Administrative Agent has caused this Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

Grantee:


MSD PCOF PARTNERS V, LLC,
as Administrative Agent

By: 
Name: Kenneth Gerold
Title: Authorized Signatory



SCHEDULE A




Registered Trademarks

**HOPDODDY, LLC – Hopdoddy Worldwide Portfolio
US Trademarks**

Mark	Ser. No./ Filing date	Reg. No./ Reg date	Status
BURGER BOUNCER	86/190,333 2/11/14	4,613,069 9/30/14	Registered.
DODDY BY NATURE	86/419,214 10/9/14	4,839,761 10/27/15	Registered.
GOOD KARMA NEVER TASTED SO GOOD.	86/086,190 10/8/13	4,533,406 5/20/14	Registered.
GOODNIGHT/GOOD CAUSE	86/209,221 3/3/14	4,601,539 9/9/14	Registered.
HD 2010 and Design 	85/437,801 10/3/11	4,153,528 6/5/12	Registered.
HOPDODDY	76/702,902 5/10/10	3,951,042 4/26/11	Registered.
HOPDODDY BURGER BAR and Design 	76/704,238 8/25/10	4,006,353 8/2/11	Registered.
HOPDODDY BURGER BAR and Design 	85/437,844 10/3/11	4,149,904 5/29/12	Registered.
LIL' DODDY	86/557,456 3/9/15		Pending.
LIVING BETWEEN 9 AND 10	86/421,825 10/13/14	4,743,633 5/26/15	Registered.
PEACE. LOVE. HOPPINESS.	86/086,148 10/8/13	4,533,403 5/20/14	Registered.

HOPDODDY, LLC
International Trademarks

Mark	Country	App. No./ Reg. No. Date	Status
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Australia	1653559 10/21/14 1653559 9/11/15	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Canada	1701385 11/5/14 TMA920508 11/18/15	Registered.

Mark	Country	App. No./ Reg. No. Date	Status
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	European Community	013397013 10/23/14 013397013 2/23/15	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Israel	269348 10/22/2014 269348 5/6/16	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Japan	2014-089854 10/24/14 5751663 3/20/15	Registered.

Mark	Country	App. No./ Reg. No. Date	Status
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Kuwait	171221 8/13/15 141142	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Mexico	1539851 10/21/14 1517397 2/25/15	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Qatar	99272 8/10/15 99272 6/22/16	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	Saudi Arabia	1436009121 2/17/15 1436009121 6/23/15	Registered.
HOPDODDY BURGER BAR and Design	Singapore	40201507854Q 5/12/15 11/4/15	Registered.

Mark	Country	App. No./ Reg. No. Date	Status
 Registrant: Hopdoddy, LLC			
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	South Korea	4120150022115 5/12/15 41-0346496 1/27/16	Registered.
HOPDODDY BURGER BAR and Design  Registrant: Hopdoddy, LLC	United Arab Emirates	223583 12/18/14 223583 11/16/16	Registered.

HOPDODDY, LLC
State Trademarks

Mark	State	Reg. No./ Reg. date	Status and Next steps
CONTINENTAL CLUB Registrant: Hopdoddy, LLC	Texas	801866072 11/14/2013	Registered.
DOUBLE FINA MARGARITA Registrant: Hopdoddy, LLC	Texas	801866060 11/14/2013	Registered.
LLANO POBLANO Registrant: Hopdoddy, LLC	Texas	801866083 10/14/2013	Registered.
MAGIC SHROOM Registrant: Hopdoddy, LLC	Texas	801866044 11/14/2013	Registered.
THE SKINNY DIP Registrant: Hopdoddy, LLC	Texas	801866076 11/14/2013	Registered.