

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABC Funding, LLC, as Administrative Agent		03/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tijuana Flats Restaurants, LLC		
Street Address:	2300 Maitland Center Parkway, Suite 306		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	Limited Liability Company: FLORIDA		
Name:	Tijuana Flats Burrito Company, LLC		
Street Address:	2300 Maitland Center Parkway, Suite 306		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3205474	CHET'S GONE MAD	
Registration Number:	5642876	DEATH TO TINY TACOS	
Registration Number:	5987153	DON'T BE A CHICKEN SHIT! HOT SAUCE	
Registration Number:	6105242	FLATHEAD	
Registration Number:	3780720	FLAT HEADS	
Registration Number:	5172905	FLAT OUTRAGEOUS	
Registration Number:	2731322	GIVE HEAT A CHANCE	
Registration Number:	3771052	GOING POSTAL	
Registration Number:	4550208	HOT BAR	
Registration Number:	3041685	HOT IS THE NEW COOL	
Registration Number:	4121439	KEEPIN' IT FRESH!	
Registration Number:	2830046	LET US ROLL YOU A FAT ONE	
Registration Number:	2970669	MAKE IT A POWER LITE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5642872	MAKE IT MEGA
Registration Number:	5708016	MEGAJUANA
Registration Number:	2806702	MAKE IT WET
Registration Number:	3180290	ROCK OUT WITH YOUR GUAC OUT
Registration Number:	2131823	SMACK MY ASS & CALL ME SALLY
Registration Number:	3196261	SMACK PACK
Registration Number:	4443444	TAKE ME TO YOUR EATER
Registration Number:	3292167	THAT'S HOW WE ROLL...
Registration Number:	3638990	TIJUANA FLATS BURRITO CO.
Registration Number:	6111985	TIJUANA FLATS TEX-MEX FOR ALL
Registration Number:	3781206	TIJUANA BANGIN' CHICKEN BURRITO
Registration Number:	3054614	TIJUANA FLATS
Registration Number:	3062951	TIJUANA FLATS
Registration Number:	3368001	TIJUANA FLATS BURRITO CO.
Registration Number:	3173521	TIJUANA FLATS HOT
Registration Number:	5039492	TIJUANA FLATS TEX-MEX
Registration Number:	4146710	TIJUANA TRIO
Registration Number:	4542570	TIJUANA TUESDAZE
Registration Number:	3050299	WELCOME TO OUR WORLD
Registration Number:	2994160	WHO SAYS SIZE DOESN'T MATTER

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	089998-0066
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	03/14/2022

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 4, 2022 (“Release”), is made by ABC Funding, LLC, as administrative agent (“Agent”), in favor of Tijuana Flats Restaurants, LLC and Tijuana Flats Burrito Company, LLC (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, Agent, the Grantors, and the other Persons party thereto that are designated as Grantors have entered into that certain Guaranty and Security Agreement, dated as of December 12, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 12, 2019, by and between the Grantors and Agent (the “Trademark Security Agreement”), the Grantors granted to Agent, to secure their obligations under the Security Agreement, a security interest in all right, title and interest of each Grantor in and to certain intellectual property;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 6815 Frame 0917 on December 13, 2019;

WHEREAS, each Grantor has satisfied the terms of the Trademark Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrower or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the Trademark Security Agreement), whether granted pursuant to the Trademark Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to the Grantors all of their right, title and interest in and to all intellectual property, whether granted pursuant to the Trademark Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), among other things, together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at the Grantors’ expense.


The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

ABC FUNDING, LLC
as Agent

By: Summit Partners Credit Advisors, L.P.
Its: Manager

By:  _____
Name: James Freeland
Title: Authorized Signatory

Schedule A

Trademark Registrations

<u>Trademark</u>	<u>Record Owner</u>	<u>Jurisdiction</u>	<u>Application</u>	<u>Registration Number</u>
<u>CHEET'S GONE MAD</u>	Tijuana Flats Restaurants, LLC	US	78781792	3205474
<u>DEATH TO TINY TACOS</u>	Tijuana Flats Restaurants, LLC	US	87923582	5642876
<u>DON'T BE A CHICKEN SHIT! HOT SAUCE</u>	Tijuana Flats Restaurants, LLC	US	87511242	5987153
<u>FLATHEAD</u>	Tijuana Flats Restaurants, LLC	US	88506484	6105242
<u>FLAT HEADS (and Design)</u>	Tijuana Flats Restaurants, LLC	US	77822395	3780720
<u>Flat Outrageous</u>	Tijuana Flats Restaurants, LLC	US	86939323	5172905
<u>GIVE HEAT A CHANCE</u>	Tijuana Flats Restaurants, LLC	US	76322589	2731322
<u>GOING POSTAL</u>	Tijuana Flats Restaurants, LLC	US	77810270	3771052
<u>HOT BAR</u>	Tijuana Flats Restaurants, LLC	US	85895184	4550208
<u>HOT IS THE NEW COOL</u>	Tijuana Flats Restaurants, LLC	US	78546868	3041685

<u>Keepin' it Fresh!</u>	Tijuana Flats Restaurants, LLC	US	85395184	4121439
<u>LET US ROLL YOU A FAT ONE</u>	Tijuana Flats Restaurants, LLC	US	78220724	2830046
<u>MAKE IT A POWER LITE</u>	Tijuana Flats Restaurants, LLC	US	78438405	2970669
<u>MAKE IT MEGA</u>	Tijuana Flats Restaurants, LLC	US	87923541	5642872
<u>MEGAJUANA</u>	Tijuana Flats Restaurants, LLC	US	87923500	5708016
<u>MAKE IT WET</u>	Tijuana Flats Restaurants, LLC	US	78216358	2806702
<u>ROCK OUT WITH YOUR GUAC OUT</u>	Tijuana Flats Restaurants, LLC	US	78749332	3180290
<u>SMACK MY ASS & CALL ME SALLY</u> (and Design)	Tijuana Flats Restaurants, LLC	US	75113219	2131823
<u>SMACK PACK</u>	Tijuana Flats Restaurants, LLC	US	78749380	3196261
<u>TAKE ME TO YOUR EATER</u>	Tijuana Flats Restaurants, LLC	US	85906881	4443444
<u>THAT'S HOW WE ROLL...</u>	Tijuana Flats Restaurants, LLC	US	78859771	3292167
<u>TIJUANA FLATS BURRITO CO.</u>	Tijuana Flats Restaurants, LLC	US	77614619	3638990
<u>TIJUANA FLATS TEX-MEX FOR ALL</u>	Tijuana Flats Restaurants, LLC	US	88705397	6111985

<u>TIJUANA BANGIN' CHICKEN BURRITO</u>	Tijuana Flats Restaurants, LLC	US	77864693	3781206
<u>TIJUANA FLATS</u>	Tijuana Flats Restaurants, LLC	US	78557933	3054614
<u>TIJUANA FLATS (and Design)</u>	Tijuana Flats Restaurants, LLC	US	78545373	3062951
<u>TIJUANA FLATS BURRITO CO.</u>	Tijuana Flats Burrito Company, LLC	US	77125581	3368001
<u>TIJUANA FLATS HOT (and Design)</u>	Tijuana Flats Restaurants, LLC	US	78669354	3173521
Tijuana Flats Tex-Mex and design	Tijuana Flats Restaurants, LLC	US	86826146	5039492
<u>TIJUANA TRIO</u>	Tijuana Flats Restaurants, LLC	US	85450703	4146710
<u>TIJUANA TUESDAYE</u>	Tijuana Flats Restaurants, LLC	US	86058018	4542570
<u>WELCOME TO OUR WORLD</u>	Tijuana Flats Restaurants, LLC	US	78545414	3050299
<u>WHO SAYS SIZE DOESN'T MATTER</u>	Tijuana Flats Restaurants, LLC	US	78216377	2994160

TRADEMARK

REEL: 007659 FRAME: 0408

RECORDED: 03/14/2022