

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717479

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|---|--|---------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest at Reel/Frame No. 6803/0306 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TCW ASSET MANAGEMENT COMPANY LLC | | 03/25/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FM RESTAURANTS CHEVYS OPCO, LLC | | |
| Street Address: | 11065 Knott Avenue, Suite A | | |
| City: | Cypress | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90630 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5843741 | EL TORITO | |
| Registration Number: | 4999423 | THE PARTY'S ON US | |
| Registration Number: | 3170878 | CHEVYS FRESH MEX | |
| Registration Number: | 2409955 | FRESH MEX TEQUINI | |
| Registration Number: | 2579149 | CHEVYS EXPRESS MEX | |
| Registration Number: | 2251029 | CHEVYS FRESH MEX | |
| Registration Number: | 2375705 | CHEVYS EXPRESS MEX | |
| Registration Number: | 2066652 | CHEVYS FRESH MEX | |
| Registration Number: | 1951323 | EL MACHINO | |
| Registration Number: | 1750598 | FRESH MEX | |
| Registration Number: | 1624237 | CHEVYS MEXICAN RESTAURANT | |
| Registration Number: | 1613407 | FRESH MEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 212-969-3000 | | |
| Email: | ypan@proskauer.com | | |
| Correspondent Name: | Bryan Seelig | | |

CH \$315.00 5843741

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 47245-015

NAME OF SUBMITTER: Bryan Seelig

SIGNATURE: /Bryan Seelig/

DATE SIGNED: 03/29/2022

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of March 25, 2022 (the “Trademark Security Release”), is made by TCW ASSET MANAGEMENT COMPANY LLC, a Delaware limited liability company, in its capacity as administrative agent (the “Agent”) under that certain Trademark Security Agreement, dated as of November 22, 2019 (the “Trademark Security Agreement”) by and among FM RESTAURANTS CHEVYS OPCO, LLC, a Delaware limited liability company (the “Grantor”) and the Agent. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on November 25, 2019 at reel 6803, frame 0306, the Grantor granted to the Agent, a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Grantor has requested and the Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest and Lien on all Grantor’s right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby agree as follows:

For purposes of this Trademark Security Release, “Trademark Collateral” means the following, whether existing as of the date of the Trademark Security Agreement or thereafter created or acquired all of the Grantor’s right, title and interest in, to and under all the following Collateral of Grantor:

all Trademarks and applications thereof, including those listed on Schedule I attached hereto;

(b) all goodwill associated with the foregoing;

(c) all proceeds of any and all of the foregoing; and

(d) any and all causes of action arising from past, present and future violations thereof.

The Agent, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate the Trademark Security Agreement, and terminate, release and discharge the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, and the entirety of its security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral and any such right, title and interest of the Agent, if any, shall hereby terminate, cease and become void.

Governing Law. This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.





**TCW ASSET MANAGEMENT
COMPANY LLC,**
in its capacity as Agent

By: 

Name: Suzanne Grosso

Title: Managing Director

SCHEDULE I

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Current Owner | Status |
|---|-------------------------|------------------------|------------------------------------|------------|
| EL TORITO Translation: THE LITTLE BULL  | 88290975 06-FEB-2019 | 5843741 27-AUG-2019 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| THE PARTY'S ON US | 86581464 30-MAR-2015 | 4999423 12-JUL-2016 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| CHEVYS FRESH MEX  | 78647057 09-JUN-2005 | 3170878 14-NOV-2006 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| FRESH MEX TEQUINI | 75627077 25-JAN-1999 | 2409955 05-DEC-2000 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| CHEVYS EXPRESS MEX  | 75603748 04-DEC-1998 | 2579149 11-JUN-2002 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| CHEVYS FRESH MEX | 75374284 20-OCT-1997 | 2251029 08-JUN-1999 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| CHEVYS EXPRESS MEX | 75369547 14-OCT-1997 | 2375705 08-AUG-2000 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| CHEVYS FRESH MEX | 75064703 28-FEB-1996 | 2066652 03-JUN-1997 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| EL MACHINO | 74643094 06-MAR-1995 | 1951323 23-JAN-1996 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| FRESH MEX | 74213180 18-OCT-1991 | 1750598 02-FEB-1993 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| CHEVYS MEXICAN RESTAURANT  | 74026374 06-FEB-1990 | 1624237 20-NOV-1990 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |
| FRESH MEX | 73821940 28-AUG-1989 | 1613407 11-SEP-1990 | FM RESTAURANTS CHEVYS OPCO, LLC | Registered |