

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM759108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (REEL/FRAME 6297/0630)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		10/03/2022	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	QDOBA RESTAURANT CORPORATION		
Street Address:	9330 Balboa Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2452146	QDOBA MEXICAN GRILL	
Registration Number:	2462773	QDOBA	
Registration Number:	2574316	QDOBA MEXICAN GRILL	
Registration Number:	2831477	NAKED BURRITO	
Registration Number:	2876701		
Registration Number:	3984638	BURRITO BOREDOM	
Registration Number:	4227729	QDOBA MEXICAN GRILL	
Registration Number:	4344272	QUESOFY	
Registration Number:	4819478	QDOBA MEXICAN EATS	
Registration Number:	4830983	KNOCKOUT TACOS	
Registration Number:	4833275	QDOBA MEXICAN EATS	
Registration Number:	4964072	QDOBA	
Registration Number:	4994684	CHOOSE FLAVOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		

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Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1804791 TM Rel 1

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 10/04/2022

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interest in Intellectual Property (“Release”) dated as of October 3, 2022, made by DEUTSCHE BANK AG NEW YORK BRANCH (the “Collateral Agent”) in favor of QDOBA RESTAURANT CORPORATION, a Colorado Corporation, (the “Pledgor”).

W I T N E S S E T H:

WHEREAS, Pledgor entered into that certain Notice of Grant of Security Interest in Intellectual Property, dated as of March 21, 2018 (the “Intellectual Property Security Agreement”) with the Collateral Agent, notice of which was recorded on March 22, 2018 at the United States Patent and Trademark Office at Reel 6297, Frame 0630.

WHEREAS, Pledgor entered into that certain Notice of Grant of Security Interest in Intellectual Property, dated as of May 20, 2020 with the Collateral Agent, notice of which was recorded on May 22, 2020 at the United States Patent and Trademark Office at Reel 6944, Frame 0765 (together, with the Intellectual Property Security Agreement, the “Intellectual Property Security Agreements”).

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreements or the Collateral Agreement referred to therein, as the context may require.

WHEREAS, Pledgor pledged and assigned to the Collateral Agent, for the benefit of the Secured Parties, under the terms of the Intellectual Property Security Agreements, a continuing security interest (the “Security Interest”) in all of such Pledgor’s right, title and interest in, to, and under all IP Collateral, , including, without limitation, the Trademarks listed in Schedule I hereto, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, all registrations and applications for registration for any of the foregoing, all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which the Pledgor is a party or a beneficiary, any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief, any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing .

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such IP Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the Lenders referred to under the Intellectual Property Security Agreements, without representation or warranty of any kind, hereby releases, terminates, discharges and cancels its Security Interest and Lien in and to the IP Collateral arising under the Collateral Agreement or the Intellectual Property Security Agreements. If and to the extent that the Collateral Agent has acquired any right, title or interest in, to, or under any IP Collateral under the Collateral Agreement or the Intellectual Property Security Agreements, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be executed as of the day and year first written above.

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: Jessica Lutrario
Title: Associate
Jessica.lutrario@db.com
212-250-8235

By: 
Name: Philip Tancorra
Title: Vice President
Philip.tancorra@db.com
212-250-6576

[Signature Page to Trademark Release]

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TRADEMARK
REEL: 007855 FRAME: 0963



Schedule I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Reel: 6297 Frame: 0630

U.S. Trademark Registrations

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Owner
QDOBA MEXICAN GRILL	Serial No. 75/841,760 Filing Date 11/5/1999	Reg. No. 2,452,146 Reg. Date 5/15/2001	Qdoba Restaurant Corporation
QDOBA	Serial No. 75/841,758 Filing Date 11/5/1999	Reg. No. 2,462,773 Reg. Date 6/19/2001	Qdoba Restaurant Corporation
	Serial No. 75/922,440 Filing Date 2/18/2000	Reg. No. 2,574,316 Reg. Date 5/28/2002	Qdoba Restaurant Corporation
NAKED BURRITO	Serial No. 76/471,448 Filing Date 11/20/2002	Reg. No. 2,831,477 Reg. Date 4/13/2004	Qdoba Restaurant Corporation
	Serial No. 76/537,807 Filing Date 8/15/2003	Reg. No. 2,876,701 Reg. Date 8/24/2004	Qdoba Restaurant Corporation
BURRITO BOREDOM	Serial No. 85/146,825 Filing Date 10/6/2010	Reg. No. 3,984,638 Reg. Date 6/28/2011	Qdoba Restaurant Corporation
	Serial No. 85/496,188 Filing Date 12/15/2011	Reg. No. 4,227,729 Reg. Date 10/16/2012	Qdoba Restaurant Corporation
QUESOFY	Serial No. 85/770,754 Filing Date 11/2/2012	Reg. No. 4,344,272 Reg. Date 5/28/2013	Qdoba Restaurant Corporation
QDOBA MEXICAN EATS	Serial No. 86/372,604 Filing Date 8/20/2014	Reg. No. 4,819,478 Reg. Date 9/22/2015	Qdoba Restaurant Corporation
KNOCKOUT TACOS	Serial No. 86/548,616 Filing Date 2/27/2015	Reg. No. 4,830,983 Reg. Date 10/13/2015	Qdoba Restaurant Corporation

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Owner
	Serial No. 86/372,563 Filing Date 8/20/2014	Reg. No. 4,833,275 Reg. Date 10/13/2015	Qdoba Restaurant Corporation
	Serial No. 86/772,766 Filing Date 9/29/2015	Reg. No. 4,964,072 Reg. Date 5/24/2016	Qdoba Restaurant Corporation
CHOOSE FLAVOR	Serial No. 86/661,441 Filing Date 6/12/2015	Reg. No. 4,994,684 Reg. Date 7/5/2016	Qdoba Restaurant Corporation

Reel: 6944 Frame: 0765

U.S. Trademark Registrations

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Owner
UNITED BY FLAVOR	Serial No. 87/564,193 Filing Date 8/10/2017	Reg. No. 5,571,847 Reg. Date 9/25/2018	Qdoba Restaurant Corporation
Q-CASH	Serial No. 88/131,298 Filing Date 9/25/2018	None	Qdoba Restaurant Corporation
QDOBA STANDS FOR FLAVOR	Serial No. 88/281,507 Filing Date 1/29/2019	Reg. No. 5,974,017 Reg. Date 1/28/2020	Qdoba Restaurant Corporation