

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded on Reel Frame 5243-0154		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGIONS BANK		10/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWK'S HOLDING COMPANY, LLC		
Street Address:	2680 CRANE RIDGE DRIVE		
City:	JACKSON		
State/Country:	MISSISSIPPI		
Postal Code:	39216		
Entity Type:	Limited Liability Company: MISSISSIPPI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4149769	"WE CATER ... YOU PARTY"	
Registration Number:	3757278	NEWK'S	
Registration Number:	3707521	NEWK'S "Q"	
Registration Number:	3678588	THE DEBRA	
Registration Number:	3586537	TO GO	
Registration Number:	3586533		
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis LLP		
Address Line 2:	300 N. LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35406-147		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	10/25/2022		

CH \$165.00 4149769

Total Attachments: 4

source=Newk's - IP Security Release - Trademarks (Executed)_(91066520_1)#page1.tif

source=Newk's - IP Security Release - Trademarks (Executed)_(91066520_1)#page2.tif

source=Newk's - IP Security Release - Trademarks (Executed)_(91066520_1)#page3.tif

source=Newk's - IP Security Release - Trademarks (Executed)_(91066520_1)#page4.tif

**TERMINATION AND RELEASE OF NOTICE OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Notice of Grant of Security Interest in Trademarks (“Release”) dated as of October 21, 2022, made by REGIONS BANK (the “Collateral Agent”) in favor of NEWK’S FRANCHISE COMPANY, LLC, a Mississippi limited liability company (“Franchise”), and Newk’s Holding Company, LLC, a Mississippi limited liability company (“Holding” and, together with Franchise, the “Obligors” and each, an “Obligor”).

W I T N E S S E T H:

WHEREAS, Franchise entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of March 24, 2014 (the “First Intellectual Property Security Agreement”) with the Collateral Agent, notice of which was recorded on March 25, 2014 at the United States Patent and Trademark Office at Reel 005243, Frame 0148.

WHEREAS, Holding entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of March 24, 2014 with the Collateral Agent, notice of which was recorded on March 25, 2014 at the United States Patent and Trademark Office at Reel 005243, Frame 0154 (together, with the First 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 Security and Pledge Agreement (the “Security and Pledge Agreement”) referred to therein, as the context may require.

WHEREAS, under the terms of the Intellectual Property Security Agreements, the applicable Obligor granted to the Collateral Agent, for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in and a right to set off against (the “Security Interest”) the registered trademarks listed in Schedule I hereto (the “Trademarks”).

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademarks.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, on behalf of itself and the holders of the Secured Obligations, hereby releases, terminates, discharges and cancels its Security Interest in and to the Trademarks arising under the Security and Pledge Agreement and 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 Trademarks under the Security and Pledge Agreement or the Intellectual Property Security Agreements, the Collateral Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Obligor.

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

[signatures on following page]

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

REGIONS BANK, as Collateral Agent

By: Margaret Renou
Name: Margaret Renou
Title: SVP

[Signature Page to Release]

Schedule I
TRADEMARKS

Mark	Reg. No.	Reg. Date
"WE CATER ... YOU PARTY"	4149769	05/29/12
NEWK'S	3757278	03/09/10
NEWK'S "Q"	3707521	11/10/09
THE DEBRA	3678588	09/08/09
TO GO and Design	3586537	03/10/09
Design only	3586533	03/10/09

Mark	App. No.	Filing Date
NEWK'S EATERY	85851407	02/15/13