# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM790874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEEDHAM BANK		02/28/2023	Bank: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	Pizzeria Uno Corporation	
Street Address:	44 Industrial Way	
City:	Norwood	
State/Country:	MASSACHUSETTS	
Postal Code:	02062	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark		
Registration Number:	2056415	CHICAGO BAR & GRILL		
Registration Number:	1646171	CHICKEN THUMBS		
Registration Number:	4979594	GARDEN HARVEST		
Registration Number:	4983753	HOME OF THE ORIGINAL DEEP-DISH PIZZA		
Registration Number:	3757594	NUMERO UNO		
Registration Number:	3426686	NUMERO UNO		
Registration Number:	1613333	NUMERO UNO		
Registration Number:	1314885	PIZZA SKINS		
Registration Number:	1143732	PIZZERIA DUE		
Registration Number:	1089458	PIZZERIA UNO		
Registration Number:	1639304	PRIORITY LUNCH		
Registration Number:	1863400	SHROOM		
Registration Number:	3178788	SNACK HOURS		
Registration Number:	1404309	SPINOCCOLI		
Registration Number:	1780720	SU CASA		
Registration Number:	4151495	UDG		
Registration Number:	4367817	UDG UNO DUÈ GO		
Registration Number:	1846019	UNO EST. 1943 THE ORIGINAL CHICAGO PIZZE		
Registration Number:	1615917	UNO		

**TRADEMARK** 

REEL: 007988 FRAME: 0903 900754131

Property Type	Number	Word Mark	
Registration Number:	1928784	UNO	
Registration Number:	1329014	UNO	
Registration Number:	1757093	UNO	
Registration Number:	2561335	UNO AMBER ALE	
Registration Number:	2900824	UNO CHICAGO GRILL	
Registration Number:	3231293	UNO CHICAGO GRILL	
Registration Number:	3240606	UNO CHICAGO GRILL EST. 1943	
Registration Number:	3257139	UNO CHICAGO PIZZA	
Registration Number:	3291825	UNO DEEP DISH SUNDAE	
Registration Number:	3573325	UNO DUE GO	
Registration Number:	3376478	UNO EXPRESS	
Registration Number:	5132540	UNO INSIDER'S CLUB	
Registration Number:	4660778	UNO PIZZERIA & GRILL	
Registration Number:	4660850	UNO PIZZERIA & GRILL EST. 1943	
Registration Number:	3796481	UNO TASTEFULLS	
Registration Number:	1586246	UNO'S	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2124920043

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:** 212 373 3043

**Email:** ebensoul@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 18250-030		
NAME OF SUBMITTER: Elana D. Bensoul		
SIGNATURE:	/edb/	
DATE SIGNED:	03/01/2023	

### **Total Attachments: 7**

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### INTELLECTUAL PROPERTY RELEASE

This INTELLECTUAL PROPERTY RELEASE (this "Release"), dated as of February 28, 2023, is made by NEEDHAM BANK ("Lender"), in favor of Pizzeria Uno Corporation, a Delaware corporation ("Debtor").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 30, 2020 by and between Uno Restaurant Holdings Corporation, a Delaware corporation ("Borrower") and the Lender (as amended, restated, modified or extended from time to time, the "Credit Agreement"), Lender agreed to make available to Borrower certain credit facilities;

WHEREAS, in connection with the Credit Agreement, pursuant to the Intellectual Property Security Agreement dated as of November 30, 2020 between Debtor and the Lender (the "<u>IP Security Agreement</u>"), as collateral security for the full and prompt payment and performance of all of the Guarantied Obligations (as defined in the Guaranty), Debtor mortgaged and pledged to the Lender a security interest in all of the following (collectively, the "<u>IP</u> Collateral"):

all of Debtor's right, title and interest in and to the following: (i) each of the United States Trademarks, including the Trademarks listed in Schedule A, together with the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Debtor relating to the distribution of products bearing the Trademarks; (ii) each of the United States Patents, including those listed in Schedule B; (iii) each of the United States Copyrights, including those listed in Schedule C; (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); (vi) all license agreements with another person in connection with any of the Trademarks, Patents or Copyrights or such other person's names or trademarks, patents or copyrights, whether the Debtor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses (the "Licenses"), including, without limitation, the licenses listed on Schedule D; and (vii) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin, and all proceeds and products of the foregoing;

WHEREAS, the IP Security Agreement was recorded in the records of the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 1, 2020, at Reel 7119, Frame 0001;

WHEREAS, the IP Security Agreement was recorded in the records of the United States Copyright Office ("USCO") on December 4, 2020, at Volume 9984, Document 070;

WHEREAS, Debtor has requested that Lender release its security interest in the IP Collateral and reassign any and all rights in the same to Debtor, and Lender has duly authorized the execution and performance of this Release; and

WHEREAS, capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the IP Security Agreement and the Credit Agreement, as applicable.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Release of Security Interest. Lender hereby releases, terminates, relinquishes and discharges its security interest in and mortgage on all of Debtor's right, title and interest in, to and under the IP Collateral, and reassigns, grants and conveys to Debtor, without any representation, recourse or undertaking, any and all of its right, title and interest in, to or under the IP Collateral under the IP Security Agreement, the Security Agreements and any other related documents.
- 2. <u>Further Assurances</u>. Lender hereby agrees to take all further actions, and provide to Debtor and its 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 Debtor, at Debtor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release and to confirm Debtor's right, title and interest in, to and under the IP Collateral.
- 3. <u>Recordation</u>. The Lender hereby authorizes Debtor or Debtor's authorized representative to (i) record this Release with the USPTO and USCO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of Lender's security interest in the IP Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

NEEDHAM BANK,

as Lender

By:
Name: Brian-Sutton

Title: Senior Vice President

[Intellectual Property Release - Needham Bank]

# SCHEDULE A

# **TRADEMARKS**

					I		I		
Trademark	Matter No.	Country	App. No.	Reg. No.	Status	Filing Date	Reg. Date	Next Renewal Date	Class
CHICAGO BAR & GRILL	P2010.20260US00	United States of America	74/666695	2056415	Registered	27-Apr-1995	22-Apc-1997	22-Apr-2027	42 Int.
CHICAGO BAR & GRILL	P2010.202600500	United States of America	74/000095	2036413	Registered	27-Apr-1995	22-Apc-1997	22-Api-2021	42 IIII.
CHICKEN THUMBS	P2010.20232US00	United States of America	74/047613	1646171	Registered	09-Apc-1990	28-May-1991	28-May-2021	29 Int.
GARDEN HARVEST	P2010.20377US00	United States of America	86/627669	4979594	Registered	13-May-2015	14-Jun-2016	14-Jun-2026	30 Int.
O, II (BEITTI) II (BEITTI)	1 2010.200110000	STREET STREET	COTOLITOGO	1010001	rtogistorou	TO May 2010	14 buil 2010	11 0411 2020	00 1111.
HOME OF THE ORIGINAL DEEP-									
DISH PIZZA	P2010.20374US00	United States of America	86/232298	4983753	Registered	26-Mar-2014	21-Jun-2016	21-Jun-2026	43 Int.
NUMEROUNO	P2010.20352US00	United States of America	77/818098	3757594	Registered	02-Sep-2009	09-Mar-2010	09-Mar-2029	30 Int.
NUMEROUNO	P2010.20345US00	United States of America	77/294939	3426686	Registered	03-0ct-2007	13-May-2008	13-Mar-2028	30 Int.
NUMEROUNO	P2010.20225US00	United States of America	73/819039	1613333	Registered	14-Aug-1989	11-Sep-1990	11-Sep-2020	42 Int.
PIZZA SKINS	P2010.20202US00	United States of America	73/432035	1314885	Registered	27-Jun-1983	15-Jan-1985	15-Jan-2025	29 Int.
PIZZANINI	P2010.20384US00	United States of America	90/174647		Pending	11-Sep-2020			30 Int.
PIZZERIA DUE	P2010.20212US00	United States of America	73/156167	1143732	Registered	23-Jan-1978	16-Dec-1980	16-Dec-2020	42 Int.
PIZZERIA UNO	P2010.2021 JUS00	United States of America	73/128092	1089458	Registered	26-May-1977	11-Apr-1978	11-Apr-2028	42 Int.
PIZZERIA UNO EXPRESS	P2010.20380US00	United States of America	88/747769		Allowed	06-Jan-2020			43 Int.
PRIORITY LUNCH	P2010.20222US00	United States of America	73/809164	1639304	Registered	26-Jun-1989	26-Mar-1991	26-Mar-2021	42 Int.
SHROOM	P2010.20251US00	United States of America	74/428185	1863400	Registered	24-Aug-1993	15-Nov-1994	15-Nov-2024	30 Int.
SNACK HOURS	P2010.20324US00	United States of America	78/732592	3178788	Registered	13-0ct-2005	28-Nov-2006	28-Nov-2026	43 Int.
SPINOCCOLI	P2010.20206US00	United States of America	73/578388	1404309	Registered	21-Jan-1986	05-Aug-1986	05-Aug-2026	30 Int.
SU CASA	P2010.20244US00	United States of America	74/327245	1780720	Registered	02-Nov-1992	06-Jul-1993	06-Jul-2023	42 Int.
THINNY	P2010.20382US00	United States of America	88/503462		Suspended	08-Jul-2019			43 Int.
UDG	P2010.20355US00	United States of America	85/308064	4151495	Registered	29-Apc-2011	29-May-2012	29-May-2022	43 Int.
UDG UNO DUE GO LOGO	P2010.20365US00	United States of America	85/779191	4367817	Registered	14-Nov-2012	16-Jul-2013	16-Jul-2023	43 Int.
UNO (AND DESIGN)	P2010.20247US00	United States of America	74/414074	1846019	Registered	19-Jul-1993	19-Jul-1994	19-Jul-2024	42 Int.
UNO	P2010.20228US00	United States of America	73/814689	1615917	Registered	25-Jul-1989	02-0ct-1990	02-0ct-2020	30 Int.
UNO	P2010.20229US00	United States of America	74/026477	1928784	Registered	06-Feb-1990	24-0ct-1995	24-0ct-2025	25 Int.
UNO	P2010.20201 US00	United States of America	73/346044	1329014	Registered	18-Jan-1982	02-Apc-1985	02-Apr-2025	42 Int.
UNO	P2010.20239US00	United States of America	74/294454	1757093	Registered	15-Jul-1992	09-Mar-1993	09-Mar-2023	30 Int.
UNO AMBER ALE	P2010.20283US00	United States of America	76/096861	2561335	Registered	26-Jul-2000	16-Apc-2002	16-Apr-2022	32 Int.
UNO CHICAGO GRILL	P2010.20292US00	United States of America	78/261237	2900824	Registered	11-Jun-2003	02-Nov-2004	02-Nov-2024	43 Int.
UNO CHICAGO GRILL	P2010.20317US00	United States of America	78/658295	3231293	Registered	25-Jun-2005	17-Apr-2007	17-Apr-2027	43 Int.
UNO CHICAGO GRILL EST. 1943									
(AND DESIGN)	P2010.20316US00	United States of America	78/656973	3240606	Registered	23-Jun-2005	08-May-2007	08-May-2027	43 Int.
UNO CHICAGO PIZZA	P2010.20325US00	United States of America	78/776927	3257139	Registered	20-Dec-2005	26-Jun-2007	26-Jun-2027	43 Int.
UNO DEEP DISH SUNDAE	P2010.20320US00	United States of America	78/713840	3291825	Registered	15-Sep-2005	11-Sep-2007	11-Sep-2027	30 Int.
UNO DUE GO	P2010.20339US00	United States of America	77/194230	3573325	Registered	31-May-2007	10-Feb-2009	10-Feb-2029	43 Int.
UNO EXPRESS	P2010.20314US00	United States of America	78/633329	3376478	Registered	19-May-2005	29-Jan-2008	29-Jan-2028	43 Int.
UNO INSIDER'S CLUB	P2010.20378US00	United States of America	87/060937	5132540	Registered	06-Jun-2016	31-Jan-2017	31-Jan-2027	35 Int.
UNO PIZZERIA & GRILL UNO PIZZERIA & GRILL EST. 1943	P2010.20369US00	United States of America	86/092268	4660778	Registered	15-0ct-2013	23-Dec-2014	23-Dec-2024	43 Int.
(AND DESIGN)	P2010.20371 US00	United States of America	86/116043	4660850	Registered	12-Nov-2013	23-Dec-2014	23-Dec-2024	43 Int.
UNO PRESTO	P2010.20383US00	United States of America	88/737130		Allowed	23-Dec-2019			43 Int.
UNO TASTEFULLS	P2010.20347US00	United States of America	77/535652	3796481	Registered	31-Jul-2008	01-Jun-2010	01-Jun-2030	29 Int., 30 Int.
UNO'S	P2010.20223US00	United States of America	73/812617	1586246	Registered	14-Jul-1989	06-Mar-1990	06-Mar-2030	42 Int.
UNO (AND DESIGN)	P2010.20201 VE01	United States of America	1-97-07.237	S-010.501	Registered	16-Apc-1997	10-Sep-1999	10-Sep-2024	42 Int.
UNO	P2010.20201 YE00	United States of America	15150-01	P-245832	Registered	21-Aug-2001	22-Aug-2003	22-Aug-2028	30 Int.
PIZZERIA UNO	P2010.20211 YN00	United States of America	33945	31394	Registered	10-May-1997	06-Jul-1999	10-May-2027	42 Int.
UNO	P2010.20201 YN00	United States of America	33944	31393	Registered	10-May-1997	06-Jul-1999	10-May-2027	42 Int.

# SCHEDULE B

# **PATENTS**

None.

#### **SCHEDULE C**

#### **COPYRIGHTS**

- Registration Number: TX-2-023-861; Title: Pizzeria Uno restaurant & bar; Claimant: Pizzeria Uno Corporation; Created: 1983; Published: April 17, 1983; Registered: April 17, 1987; Title on copyright application: Pizzeria Uno menu
- Registration Number: TX-2-053-856; Title: Pizzeria Uno restaurant & bar; Claimant: Pizzeria Uno Corporation; Created: 1987; Published: April 20, 1987; Registered: April 17, 1987; Title on copyright application: Pizzeria Uno menu; Claim Limit: New matter: Illustration, editorial revisions, compilation, text, artwork

#### **SCHEDULE D**

### LICENSE AGREEMENTS

The following is a list of Uno Express License Agreements which have been signed between Pizzeria Uno Corporation and the Company fisted below:

Name of Company	Company Address
Latin Market One Foods Corp	285 Passaic Street, Suite 8, Hackensak, NJ
	145 Pelican Dunes Drive, Ormand Beach,
Lighthouse Isalnd Dog	Florida
Tewell Corporation	7041 Truckworls BLVD, Hubbard, Ohio
Stop n Go	3184 Flynn Rd. Dothan, AL 36303
Honeysuckle	653 Honeysuckle Rd. Dothan, AL 36305
Exprezit	7729 Hwy 52 E. Webb, AL 36376
SUNCOR ENERGY SALES, INC	47 Nottingham Road Avon, CO 81620
SUNCOR ENERGY SALES, INC	5350 Wadsworth Bypass Arvada, CO 80002
SUNCOR ENERGY SALES, INC	2715 S. Santa Fe Dr. Englewood, CO 80110
SUNCOR ENERGY SALES, INC	1812 US Hwy 50 Pueblo, CO 81008
Dayhill Coffee & Market	1001 Dayhill Rd. Windsor, CT 06095
Energy North Group	318 Main Street Groton, MA 01450
Joe's Gas	245 Cape Highway East Taunton, MA 02718
Baesler's	2900 Poplar St #2661, Terre Haute, IN 47803

The following is a License Agreement which has been signed between Pizzeria Uno Corporation and the Company listed below:

Frank M. Baroudi 511 Lake Louise Cir., Apt. 201, Naples, FL 34110-

(PURO Uno) 8656

**RECORDED: 03/01/2023**