

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC		03/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Firebirds International, LLC		
Street Address:	13850 Ballantyne Corporate Parkway, Suite 450		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4661128	SPARK SOMETHING	
Registration Number:	5365850	FB	
Registration Number:	4740963	FIREBAR	
Registration Number:	3515874	FIREBIRDS FIREBAR	
Registration Number:	3526745	FIREBIRDS WOOD FIRED GRILL	
Registration Number:	2865101	FIREBIRDS	
Registration Number:	2834642	FIREBIRDS	
Registration Number:	2520492	FIREBIRDS	
Registration Number:	4055777	DOUBLE BLACK DIAMOND	
Registration Number:	6042814	FIREBIRDS INNER CIRCLE	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 2:	2001 K Street N.W.		

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Address Line 4:	Washington DC, D.C. 20006
ATTORNEY DOCKET NUMBER:	101888.0003
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	05/30/2023
Total Attachments: 3 source=Firebird - Trademark Release 4874-7838-1144, 2#page1.tif source=Firebird - Trademark Release 4874-7838-1144, 2#page2.tif source=Firebird - Trademark Release 4874-7838-1144, 2#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 22, 2023, by Golub Capital LLC (“Grantee”) in favor of Firebirds International, LLC, a North Carolina limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of December 6, 2018 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Grantee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 6, 2018, at Reel 6495, Frame 0988;

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Grantee hereby releases its liens and security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

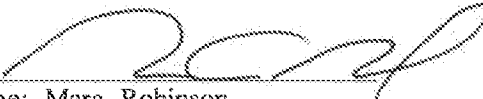
(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Grantee hereby terminates and cancels the Security Agreement, and Grantee hereby discharges, cancels, terminates, and releases its security interest in all right, title, and interest in and to the Trademarks and Trademark Collateral, and reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

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

GOLUB CAPITAL LLC

By: 

Name: Marc Robinson

Title: Senior Managing Director

SCHEDULE 1

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
SPARK SOMETHING	86248288	4/10/14	4661128	12/23/14
FB	87122639	8/1/16	5365850	12/26/17
FIREBAR	86356721	8/4/14	4740963	5/19/15
FIREBIRDS FIREBAR	77420862	3/13/08	3515874	10/14/08
FIREBIRDS WOOD FIRED GRILL	77346922	12/7/07	3526745	11/4/08
FIREBIRDS	78258835	6/5/03	2865101	7/20/04
FIREBIRDS	78254958	5/28/03	2834642	4/20/04
FIREBIRDS	75451786	3/17/98	2520492	12/18/01
DOUBLE BLACK DIAMOND	85275927	3/24/11	4055777	11/15/11
FIREBIRDS INNER CIRCLE	87119530	7/28/16	6042814	4/28/20