

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6307/0424		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		09/28/2023	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Fogo de Chão (Holdings) Inc.		
Street Address:	14850 Quorum Drive		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4586107	BAR FOGO	
Registration Number:	2968381	FOGO	
Serial Number:	85684876	FOGO	
Registration Number:	4250648	FOGO DE CHÃO	
Registration Number:	4251663	FOGO DE CHÃO	
Registration Number:	2204339	FOGO DE CHAO	
Registration Number:	2170468	FOGO DE CHAO	
Registration Number:	2204333	FOGO DE CHAO	
Registration Number:	2170469	FOGO DE CHAO	
Registration Number:	4335350	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA B	
Serial Number:	85804745	FOGO EXPRESS	
Serial Number:	86304695	FOGO GRILL	
Serial Number:	85804737	FOGO TO GO	
Registration Number:	2563002		
Registration Number:	2905466		
Registration Number:	2534254	THE GAUCHO WAY OF PREPARING MEAT	
Registration Number:	4251664	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA B	

CH \$440.00 4586107

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128628738**Email:** michelle.nowicki@kirkland.com**Correspondent Name:** Michelle Nowicki**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	31500-1569
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	10/23/2023

Total Attachments: 7

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page1.tif

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page2.tif

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page3.tif

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page4.tif

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page5.tif

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page6.tif

source=Fogo - IP Security Release (Execution Version) (4862-7319-2835.1) (003)#page7.tif

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of September 28, 2023, is made by Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent (the “Collateral Agent”), in favor of Fogo de Chão (Holdings) Inc., (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of April 5, 2018 (as amended, restated, amended and restated, supplemented and restructured or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), by and among the Grantor and the other parties party thereto, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of April 5, 2018, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented and restructured or otherwise modified, renewed or replaced from time to time, the “IP Security Agreement”), recorded at the United States Patent and Trademark Office on April 9, 2018 at reel 6307 frame 0424;

WHEREAS, the Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties, under the terms of the IP Security Agreement, a security interest in such Grantor’s right, title, and interest in and to the IP Collateral (as defined below) (the “Security Interest”);

WHEREAS, the Collateral Agent now desires to terminate and release the IP Security Agreement and the entirety of the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions.

(a) The term “IP Collateral”, as used herein, shall include Grantor’s right, title and interest in and to the following (including without limitation all of the patents, trademarks (together with all associated goodwill) and copyrights listed on Annex I attached hereto):

(1) the patents and patent applications set forth in Schedule A of the IP Security Agreement;

(2) the trademark and service mark registrations and applications set forth in Schedule B of the IP Security Agreement (provided that no security interest was granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of Grantor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby;

(3) the copyright registrations and applications set forth in Schedule C of the IP Security Agreement;

(4) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(5) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(6) all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing.

(b) Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Security Agreement or the IP Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent, on behalf of itself and the Secured Parties, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes, discharges, in its entirety, for the benefit of the Grantor and its successors and assigns, any and all security interest it may have in and to the IP Collateral, including the Security Interest, and hereby terminates and releases the IP Security Agreement. Any and all right, title and interest of the Collateral Agent or the Secured Parties in and to the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. If and to the extent that the Collateral Agent or the Secured Parties have acquired any right, title or interest in, to or under the IP Collateral, the Collateral Agent, on behalf of itself and the Secured Parties, hereby re-assigns, grants and conveys to Grantor, as applicable, without any representation recourse, warranty or undertaking by the Collateral Agent or the Secured Parties, all of the Collateral Agent's and the Secured Parties' right, title and interest in and to the IP Collateral and any right, title or interest of the Collateral Agent or the Secured Parties in the IP Collateral shall hereby cease and become void.

3. Recordation. The Collateral Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and the United States Copyright Office, or otherwise record or file this Release with the applicable government office or agency, at the sole cost and expense of the Grantor, to evidence and effectuate the release and termination of the Security Interest. The Collateral Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably requests (at the Grantor's sole cost and expense) in order to confirm, effectuate or record this Release and the Grantor's rights, title and interest in and to the IP Collateral.

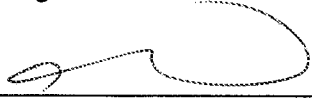
3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

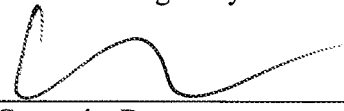
4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Cassandra Droogan
Title: Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Intellectual Property Collateral]

TRADEMARK
REEL: 008234 FRAME: 0882

ANNEX I

PATENTS

None.

[Annex I to Termination and Release of Security Interest in Intellectual Property Collateral]

TRADEMARK
REEL: 008234 FRAME: 0883

TRADEMARKS

Owner	Jurisdiction	Trademark	Application No.	Registration No.	Registration Date	Class	Status
Fogo de Chão (Holdings) Inc.	U.S.	BAR FOGO	86099278	4586107	12-Aug-2014	43	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO	78245834	2968381	12-Jul-2005	43	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO	85684876	N/A	N/A	25	Abandoned
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHÃO	85250439	4250648	27-Nov-2012	33	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHÃO	85975613	4251663	27-Nov-2012	33	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO & Design	75179248	2204339	17-Nov-1998	25	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO & Design	75977083	2170468	30-Jun-1998	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	U.S. FOGO DE CHAO (Stylized)	75169029	2204333	17-Nov-1998	25	Registered
Fogo de Chão (Holdings) Inc.	U.S.	U.S. FOGO DE CHAO (Stylized)	75977084	2170469	30-Jun-1998	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA BRAZILIAN STEAKHOUSE & Design	85250470	4335350	14-May-2013	33	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO EXPRESS	85804745	N/A	N/A	43	Abandoned
Fogo de Chão (Holdings) Inc.	U.S.	FOGO GRILL	86304695	N/A	N/A	43	Abandoned
Fogo de Chão	U.S.	FOGO TO GO	85804737	N/A	N/A	43	Abandoned

[Annex I to Termination and Release of Security Interest in Intellectual Property Collateral]

Owner	Jurisdiction	Trademark	Application No.	Registration No.	Registration Date	Class	Status
(Holdings) Inc.							
Fogo de Chão (Holdings) Inc.	U.S.	Miscellaneous Design – Building Facade	76026274	2563002	23-Apr-2002	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	Miscellaneous Design – Skewers and Campfire	76284862	2905466	30-Nov-2004	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	THE GAUCHO WAY OF PREPARING MEAT	76284863	2534254	29-Jan-2002	42	Registered
Fogo de Chão (Holdings) Inc.	United States	FOGO DE CHAO CHURRASCARIA BRAZILIAN STEAKHOUSE	85975614	4251664	27-NOV-2012		Registered
Fogo de Chão (Holdings) Inc.	US State (PR)	FOGO DE CHÃO	N/A	207444	23-OCT-2014		Registered
Fogo de Chão (Holdings) Inc.	US State (PR)	FOGO GRILL	N/A	207687	10-DEC-2014		Registered

[Annex I to Termination and Release of Security Interest in Intellectual Property Collateral]

COPYRIGHTS

Owner	Record Owner (if different)	Country	Copyright	Registration No.	Registration Date	Status
Fogo de Chão, Inc.	Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO CHURRASCARIA	TXu1-172-482	24-March-2004	Registered
Fogo de Chão, Inc.	Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO LOGO	N/A	N/A	Pending

[Annex I to Termination and Release of Security Interest in Intellectual Property Collateral]