

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849690

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Regions Bank		10/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newk's Franchise Company, LLC		
<b>Street Address:</b>	2680 Crane Ridge Drive		
<b>City:</b>	Jackson		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	39216		
<b>Entity Type:</b>	Limited Liability Company: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85851407	NEWK'S EATERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126046800		
<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>			
<b>Phone:</b>	612.604.6394		
<b>Email:</b>	mmiller@winthrop.com		
<b>Correspondent Name:</b>	Megan M. Miller		
<b>Address Line 1:</b>	Winthrop & Weinstine, P.A.		
<b>Address Line 2:</b>	225 South 6th Street, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	11828.13		
<b>NAME OF SUBMITTER:</b>	Megan M. Miller		
<b>SIGNATURE:</b>	/mmm/		
<b>DATE SIGNED:</b>	10/30/2023		
<b>Total Attachments: 4</b>			
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source=20231030 Release of Security Interest from Regions to Newk's Dated 10212022#page2.tif			
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**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

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