

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/16/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Newk's Franchise 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: 13			
Property Type	Number	Word Mark	
Registration Number:	6102210	WHOLESOME IS THE NEW HEALTHY	
Registration Number:	6100899	NEWK'S "Q"	
Registration Number:	5969160	FEED WHAT MATTERS	
Registration Number:	5867847	OUR KITCHEN IS AN OPEN BOOK	
Registration Number:	5244239	NEWK'S EATERY	
Registration Number:	5244238	NEWK'S EATERY	
Registration Number:	5244237	NEWK'S EATERY	
Registration Number:	5244235	NEWK'S EATERY	
Registration Number:	4149769	"WE CATER ... YOU PARTY"	
Registration Number:	4546126	NEWK'S EATERY	
Registration Number:	3757278	NEWK'S	
Registration Number:	3678588	THE DEBRA	
Registration Number:	3707521	NEWK'S "Q"	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	612.604.6394		
Email:	mmiller@winthrop.com		

OP \$340.00 6102210

Correspondent Name: MEGAN M. MILLER, ESQ.
Address Line 1: 225 SOUTH SIXTH STREET, SUITE 3500
Address Line 2: WINTHROP & WEINSTINE, P.A.
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 11828.13

NAME OF SUBMITTER: Megan M. Miller

SIGNATURE: /mmm/

DATE SIGNED: 11/21/2023

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (“Release”) is made and effective as of November 16, 2023 and is granted by JPMorgan Chase Bank, N.A. (“Secured Party”), who is party to the Credit Agreement (as defined below) and the related Trademark Security Agreement (as defined below) in favor of Newk’s Franchise Company, LLC, a Mississippi limited liability company (“Grantor”).

WHEREAS, in connection with that certain Credit Agreement, dated October 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Newk’s Holding Company, LLC, a Mississippi limited liability company (the “Borrower”), Newk’s Acquisition, LLC, a Delaware limited liability company (the “Parent”), Grantor, as a Guarantor, certain other Subsidiaries of the Borrower, as Guarantors, the Lenders from time to time party thereto, and Secured Party, as Administrative Agent and Collateral Agent, Grantor and Secured Party entered into (i) that certain Security Agreement dated October 21, 2022 (the “Security Agreement”) and (ii) that certain Trademark Security Agreement dated October 21, 2022 (the “Trademark Security Agreement”) pursuant to which Grantor granted Secured Party a security interest in Grantor’s right, title and interest in and to (a) all of its Trademarks including, without limitation, those listed in the attached Exhibit A, which was recorded with the U.S. Patent and Trademark Office (“USPTO”) on October 20, 2022 at Reel 007873, Frame 0984; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, Secured Party has agreed to terminate and release its security interest and all of its right, title and interest in the Trademark Collateral, as herein provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement, or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. Secured Party, on behalf of itself and the holders of the Secured Obligations, without representation or warranty by, or recourse to Secured Party, hereby:

(a) releases and terminates any and all of its interest that it has pursuant to the Trademark Security Agreement in any and all right, title and interest in and to Grantor’s intellectual property and releases and, if applicable grants back, to Grantor any and all right, title and interest that Secured Party may have in and to the Trademark Collateral including, without limitation, any trademark and servicemark rights, whether registered or not, associated applications and registration, and the entire goodwill of the business connected with the use of, and symbolized by, each such trademark and servicemark and in connection with any of the foregoing, any and all licenses, claims for damages, income, royalties and proceeds 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; and

(b) authorizes the recording officer in the USPTO to cancel and release these security interests of record.


SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. Secured Party hereby agrees, at the Grantors' expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Brandon Abney

Title: Vice President

EXHIBIT A
TRADEMARKS

Trademark	Serial / Reg. No.	Jurisdiction
WHOLESOME IS THE NEW HEALTHY	6102210	U.S.
NEWK'S "Q"	6100899	U.S.
FEED WHAT MATTERS	5969160	U.S.
OUR KITCHEN IS AN OPEN BOOK	5867847	U.S.
NEWK'S EATERY	5244239	U.S.
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