

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame No. 7859/0480		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIDCAP FINANCIAL TRUST		11/28/2023	STATUTORY TRUST: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QDOBA RESTAURANT CORPORATION		
<b>Street Address:</b>	350 Camino De La Reina #400		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92108		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>Name:</b>	MODMARKET, LLC		
<b>Street Address:</b>	1600 Champa St, Suite 340		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6154219	BIG FLAVORS. BOLD RETURNS.	
<b>Registration Number:</b>	6447460	BOO-GO	
<b>Registration Number:</b>	4994684	CHOOSE FLAVOR	
<b>Registration Number:</b>	4830983	KNOCKOUT TACOS	
<b>Registration Number:</b>	2831477	NAKED BURRITO	
<b>Registration Number:</b>	2462773	QDOBA	
<b>Registration Number:</b>	4964072	QDOBA	
<b>Registration Number:</b>	6667168	Q-GO-BOX	
<b>Registration Number:</b>	4819478	QDOBA MEXICAN EATS	
<b>Registration Number:</b>	4833275	QDOBA MEXICAN EATS	
<b>Registration Number:</b>	2452146	QDOBA MEXICAN GRILL	
<b>Registration Number:</b>	2574316	QDOBA MEXICAN GRILL	
<b>Registration Number:</b>	4227729	QDOBA MEXICAN GRILL	

CH \$740.00 6154219

Property Type	Number	Word Mark
Registration Number:	5974017	QDOBA STANDS FOR FLAVOR
Registration Number:	5784766	QTEXT
Registration Number:	4344272	QUESOFY
Registration Number:	5571847	UNITED BY FLAVOR
Registration Number:	2876701	
Registration Number:	6257993	EAT WELL BE HAPPY
Registration Number:	5957901	
Registration Number:	6092222	MODERN MARKET EATERY
Registration Number:	6092223	MODERN MARKET EATERY
Registration Number:	5926099	MODERN MARKET EATERY
Registration Number:	5205589	MODERN MARKET
Registration Number:	5205590	MODERN MARKET FARM FRESH EATERY
Registration Number:	4638711	FARM FRESH EATERY
Registration Number:	4638465	
Serial Number:	90634782	MAKING THE WORLD A MORE FLAVORFUL PLACE
Serial Number:	88131298	Q-CASH

**CORRESPONDENCE DATA**

Fax Number: 2129692900

*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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Jinhwa Seo

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11964.488
NAME OF SUBMITTER:	Jinhwa Seo
SIGNATURE:	/Jinhwa Seo/
DATE SIGNED:	11/28/2023

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Termination and Release”), dated as of November 28, 2023, is made by MIDCAP FINANCIAL TRUST, as Collateral Agent (in such capacity, the “Collateral Agent”) in favor of QDOBA RESTAURANT CORPORATION, a Colorado corporation (“Qdoba”), and MODMARKET, LLC, a Colorado limited liability company (together with Qdoba, each a “Grantor” and collectively, the “Grantors”). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 3, 2022 (the “Trademark Security Agreement”), by the Grantors and the other Initial Grantor party thereto in favor of the Collateral Agent for the benefit of the Secured Parties, the Grantors granted to the Collateral Agent, for the ratable benefit of certain Secured Parties, a security interest (the “Security Interest”) in all of the Grantors’ right, title and interest in and to the Collateral (hereinafter, the “Trademark Collateral”), including without limitation, the Trademarks identified on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2022, at Reel/Frame 7859/0480; and

WHEREAS, the Collateral Agent now desires to release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby, on behalf of itself and the Secured Parties, terminates, cancels, releases, and discharges any and all Security Interest it may have in each Grantor’s right, title, and interest in and to the Trademark Collateral (including any Proceeds and products of such Trademark Collateral), and the Collateral Agent, on behalf of itself and the Secured Parties, hereby re-assigns to such Grantor any and all of its right, title or interest of the Collateral Agent and the Secured Parties in such Trademark Collateral, in each case effective as of the date hereof. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) authorizes each Grantor and its successors, assigns, designees or other legal representatives to file this Termination and Release with the United States Patent and Trademark Office to evidence and effectuate the release and termination of the Collateral Agent’s and the Secured Parties’ Security Interest in the Trademark Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Termination and Release.

2. Further Assurances. At the Grantors’ sole cost and expense, the Collateral Agent agrees to execute and deliver all further releases and other documents, and to take all other actions as the Grantors may reasonably request in writing, necessary to evidence the release and termination of the Collateral Agent’s and the Secured Parties’ rights under the Trademark Security Agreement with respect to the Trademark Collateral.

3. Counterparts; Facsimile or Electronic Delivery. This Termination and Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and

the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Termination and Release. The words “execution,” “signed,” “signature,” and words of like import in this Termination and Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

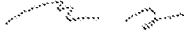
*[Remainder of page intentionally left blank]*

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






**MIDCAP FINANCIAL TRUST**, acting in its capacity  
as Collateral Agent for the Secured Parties




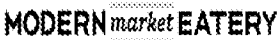

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE I

Registered owner/ Grantor	Mark	Registration No. or Application No.
QDOBA RESTAURANT CORPORATION	BIG FLAVORS. BOLD RETURNS.	6,154,219 9/15/2020
QDOBA RESTAURANT CORPORATION	BOO-GO	6,447,460 8/10/2021
QDOBA RESTAURANT CORPORATION	CHOOSE FLAVOR	4,994,684 7/5/2016
QDOBA RESTAURANT CORPORATION	KNOCKOUT TACOS	4,830,983 10/13/2015
QDOBA RESTAURANT CORPORATION	MAKING THE WORLD A MORE FLAVORFUL PLACE	90634782 4/9/2021
QDOBA RESTAURANT CORPORATION	NAKED BURRITO	2,831,477 4/13/2004
QDOBA RESTAURANT CORPORATION	QDOBA	2,462,773 6/19/2001
QDOBA RESTAURANT CORPORATION	QDOBA 	4,964,072 5/24/2016
QDOBA RESTAURANT CORPORATION	Q-CASH	88131298 9/25/2018
QDOBA RESTAURANT CORPORATION	Q-GO-BOX	6,667,168 03/08/2022
QDOBA RESTAURANT CORPORATION	QDOBA MEXICAN EATS	4,819,478 9/22/2015
QDOBA RESTAURANT CORPORATION	QDOBA MEXICAN EATS 	4,833,275 10/13/2015
QDOBA RESTAURANT CORPORATION	QDOBA MEXICAN GRILL	2,452,146 5/15/2001
QDOBA RESTAURANT CORPORATION	QDOBA MEXICAN GRILL 	2,574,316 5/28/2002
QDOBA RESTAURANT CORPORATION	QDOBA MEXICAN GRILL 	4,227,729 10/16/2012
QDOBA RESTAURANT CORPORATION	QDOBA STANDS FOR FLAVOR	5,974,017 1/28/2020
QDOBA RESTAURANT CORPORATION	QTEXT	5,784,766 6/25/2019
QDOBA RESTAURANT CORPORATION	QUESOFY	4,344,272 5/28/2013
QDOBA RESTAURANT CORPORATION	UNITED BY FLAVOR	5571847 9/25/2018
QDOBA RESTAURANT CORPORATION		2,876,701 8/24/2004

Registered owner/ Grantor	Mark	Registration No. or Application No.
MODMARKET, LLC	EAT WELL BE HAPPY	6257993 1/26/2021
MODMARKET, LLC	Design Only 	5957901 1/7/2020
MODMARKET, LLC	MODERN MARKET EATERY  	6092222 6/30/2020
MODMARKET, LLC	MODERN MARKET EATERY  	6092223 6/30/2020
MODMARKET, LLC	MODERN MARKET EATERY  	5926099 12/3/2019
MODMARKET, LLC	MODERN MARKET	5205589 5/16/2017
MODMARKET, LLC	MODERN MARKET FARM FRESH EATERY	5205590 5/16/2017
MODMARKET, LLC	FARM FRESH EATERY	4638711 11/11/2014
MODMARKET, LLC	Design Only  	4638465 11/11/2014