

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANDA RESTAURANT GROUP, INC.		02/15/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	JUST SALAD LLC		
Street Address:	663 Lexington Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88871168	JUST GROCERY	
Serial Number:	88768168	SUSTAINABILITY CHAMPION	
Serial Number:	88494378	HEALTH TRIBES	
Serial Number:	88442470	GREEN STANDARD	
Serial Number:	88059946	JUST SALAD	
Serial Number:	87841499	REUSE-A-BOWL	
Serial Number:	87532276	PICK 2	
Serial Number:	87470149	JUST SALAD WRAPS, BOWLS + MORE	
Serial Number:	87468905		
Serial Number:	87025323	HEALTHY FOR EVERYONE	
Serial Number:	78613707	JUST SALAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins LLP		

CH \$290.00.00 88871168

Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 073006-0002

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: Heather Poitras

DATE SIGNED: 03/01/2024

Total Attachments: 6

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Release of Trademark Security Interest

This Release of Trademark Security Interest ("Release") is made and effective as of February 15, 2024 and granted by PANDA RESTAURANT GROUP, INC., a California corporation, as the administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) in favor of JUST SALAD LLC, a New York limited liability company (the "Grantor").

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto from time to time, the lending entities party thereto from time to time (each a "Lender", and collectively the "Lenders"), and the Administrative Agent, Grantor executed and delivered to the Administrative Agent (i) that certain Pledge and Security Agreement dated as of May 3, 2021 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") and (ii) that certain Trademark Security Agreement dated as of May 3, 2021 (the "Trademark Security Agreement" and, together with the Pledge and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor mortgaged, pledged, hypothecated, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Grantor in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement and herein);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007296, Frame 0191 on May 18, 2021; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, hereby states as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

2. Release of Security Interest. Administrative Agent, on behalf of the Secured Parties, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests (including Liens) that it has pursuant to the Security Agreements in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in to, and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) All of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries), including, without limitation, those referred to on Schedule 1 hereto;

(b) All renewals and extensions of the foregoing;

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

(d) All income, royalties, proceeds and liabilities at any time due 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.

3. Further Assurances. The Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

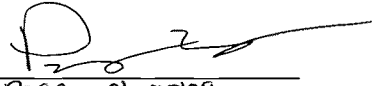
4. Counterparts. This Release may be executed in any number of counterparts and by different parties in different counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows]

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

PANDA RESTAURANT GROUP, INC.,
as Administrative Agent

By: 
Name: Peggy Cherng
Title: CO-CHAIR/CO-CEO

Address for Notices:


1683 Walnut Grove Avenue
Rosemead, California 91770
Attn: Corporate Legal Department

SCHEDULE 1

TRADEMARKS

Jurisdiction	Mark	Owner Name	Application/ Registration Number	Class	Application/ Registration Date	Goods and Services/Translation
United States	JUST GROCERY Just Grocery	JUST SALAD LLC	App 88871168	35, 39	App 14-APR-2020	35: Online retail grocery store services featuring home delivery services, curbside order and pickup, in-store order and pickup 39: Food delivery
United States	SUSTAINABILITY CHAMPION <small>RESTAURANT GROUP COMPANY</small>	JUST SALAD LLC	App 88768168	43	App 21-JAN-2020	Restaurant services
United States	HEALTHY TRIBES HEALTHY TRIBES	JUST SALAD LLC	App 88494378 Reg 6060346	43	App 28-JUN-2019 Reg 19-MAY-2020	Restaurants

Jurisdiction	Mark	Owner Name	Application/ Registration/ Number	Class	Application/ Registration Date	Goods and Services/Translation
United States	GREEN STANDARD GREEN STANDARD	JUST SALAD LLC	App 88442470 Reg 6020788	43	App 22-MAY-2019 Reg 24-MAR-2020	Restaurant services
United States	JUST SALAD JUST SALAD	JUST SALAD LLC	App 88059946 Reg 5846839	30	App 31-JUL-2018 Reg 27-AUG-2019	Salad dressings
United States	REUSE-A-BOWL REUSE-A-BOWL	JUST SALAD LLC	App 87841499 Reg 5595104	43	App 20-MAR-2018 Reg 30-OCT-2018	Restaurant services
United States	PICK 2 PICK 2	JUST SALAD LLC	App 87532276 Reg 5505107	43	App 18-JUL-2017 Reg 26-JUN-2018	Restaurant services
United States	JUST SALAD WRAPS. BOWLS + MORE just salad <small>JUST SALAD LLC</small>	JUST SALAD LLC	App 87470149 Reg 5457190	43	App 31-MAY-2017 Reg 01-MAY-2018	Restaurant services
United States	Design Only	JUST SALAD LLC	App 87468905	43	App 30-MAY-2017 Reg 02-JAN-2018	Restaurant services

Jurisdiction	Mark	Owner Name	Application/ Registration/ Number	Class	Application/ Registration Date	Goods and Services/Translation
United States	 HEALTHY FOR EVERYONE <small>HEALTHY FOR EVERYONE</small>	JUST SALAD LLC	Reg 5369178 App 87025323 Reg 5778312	43	App 04-MAY-2016 Reg 18-JUN-2019	Restaurant services
United States	JUST SALAD JUST SALAD	JUST SALAD LLC	App 78613707 Reg 3202810	43	App 21-APR-2005 Reg 23-JAN-2007	Restaurant services