## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AIP SHACK/PLANET, LLC		101/31/2013	LIMITED LIABILITY COMPANY: ALABAMA

#### **RECEIVING PARTY DATA**

Name:	SHANE'S RIB SHACK, LLC		
Street Address:	1801 PEACHTREE ST		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	3155891	IT'S GONNA GET MESSY	
Registration Number:	0850359	SHANE'S	
Registration Number:	3294431	SHANE'S RIB SHACK	
Registration Number:	3243302	SHANE'S RIB SHACK	
Registration Number:	3477093	SHANE'S RIB SHACK	

### **CORRESPONDENCE DATA**

**Fax Number**: 2124466460

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Hayley Smith, Senior Legal Assistant

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

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REEL: 004962 FRAME: 0845

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ATTORNEY DOCKET NUMBER:	23394-1		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		
Date:	02/14/2013		
Total Attachments: 3 source=Shaynes Rib Shack Trademark Release#page1.tif source=Shaynes Rib Shack Trademark Release#page2.tif source=Shaynes Rib Shack Trademark Release#page3.tif			

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### SECURITY INTEREST RELEASE

THIS RELEASE OF SECURITY INTERESTS (this "Release") is made as of January 31, 2013 ("Effective Date") by AIP – SHACK/PLANET, LLC, an Alabama limited liability company ("Lender") in favor of SHANE'S RIB SHACK, LLC, a Delaware limited liability company ("Borrower"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

**WHEREAS,** Borrower and Lender entered into certain Credit Documents by and between Borrower, Lender and the other parties thereto (the "<u>Credit Documents</u>");

WHEREAS, pursuant to the Credit Documents, Borrower pledged and granted to the Lender a security title to and a continuing security interest in and a lien on certain intellectual property and entered into that certain Security Agreement dated January 14, 2009 (the "Security Agreement") for the purpose of recording such security interest with respect to the Property, including those items set forth on Schedule A hereto (collectively, the "Collateral"), with the United States Patent and Trademark Office;

**WHEREAS**, the Security Agreement was recorded in the United States Patent and Trademark Office on January 22, 2009 at Reel/Frame 3923/0733; and

WHEREAS, Borrower has paid all of its outstanding indebtedness to the Lender.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby (i) terminates the Security Agreement, (ii) terminates, cancels and releases any and all security interests or Liens it has in or to or otherwise against any of the Collateral, and (iii) reassigns to Borrower any right, title and interest Lender may have in, to and under any of the Collateral.

Lender represents and warrants that: (x) it has the full power and authority to execute this Release, and (y) it has not assigned, transferred, restricted or otherwise encumbered any right, title or interest it has in, to or under the Collateral.

Lender shall take all further reasonable actions, and provide to Borrower, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Borrower to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Lender has caused this Release of Security Interests to be duly executed by its duly authorized representative as of the Effective Date. AIP - SHACK/PLANET, LLC Name: DONALD E. WEIGHT Title: Authorized Person STATE OF ALABAMA ) ) SS. COUNTY OF JEFFERSON On this 31 day of January, 2013, there appeared before me Denote E. WRIGHT , personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of AIP - SHACK/PLANET, LLC. [AFFIX SEAL] My commission expires: /////2016

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# **SCHEDULE 1**

# **Trademarks**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date
U.S.	BIG DAD	78/875280*	5/3/2006		
U.S.	IT'S GONNA GET MESSY	76/650522	11/17/2005	3155891	10/17/2006
U.S.	SHANE'S	72/250036	7/11/1966	0850359	6/4/1968
U.S.	SHANE'S RIB SHACK	76/609491	8/31/2004	3294431	9/18/2007
U.S.	SHANE'S RIB SHACK & CIRCLE LOGO (color)	76/650819	11/17/2005	3243302	5/22/2007
U.S.	SHANE'S RIB SHACK & CIRCLE LOGO (color)	76/627423	1/10/2005	3477093	7/29/2008
U.S. State - Georgia	SHANE'S RIB SHACK & DESIGN			S22107	5/20/2005
Bahrain	SHANE'S	52239	12/20/2006		
Egypt	SHANE'S	195110	12/21/2006	195110	7/31/2008
Jordan	SHANE'S	89134	11/26/2006	89134	11/26/2006
Oman	SHANE'S	42579	11/27/2006	42579	12/11/2007
Qatar	SHANE'S	42476	12/17/2006	42476	4/23/2008
Saudi Arabia	SHANE'S	111216	11/19/2006	929/85	7/1/2007
United Arab Emirates (application)	SHANE'S	88174	12/5/2006		
Kuwait	SHANE'S RIB SHACK	81404	11/26/2006		

<sup>\*</sup>Abandoned

# **Domain Names**

shanescaters.com catershanes.com shanesribshack.com

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**RECORDED: 02/14/2013**