

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/30/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	White Castle Management Co.		
Street Address:	555 W. Goodale Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1166164	PRIZELAWN	
Registration Number:	2006694	PRIZELAWN BIG FOOT	
Registration Number:	2062268	PRIZELAWN LIL'FOOT	
Registration Number:	2403823	PRIZELAWN ACCURATE	
Registration Number:	4116056	PS 200 POWER SPREADER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F156809		
NAME OF SUBMITTER:	Rachel Ann Sabato		
SIGNATURE:	/Rachel Ann Sabato/		
DATE SIGNED:	07/01/2015		

OP \$140.00 1166164

Total Attachments: 4

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PARTIAL TRADEMARK RELEASE

THIS PARTIAL TRADEMARK RELEASE (the "Release") is made as of June 30, 2015, by JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as collateral agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, WHITE CASTLE MANAGEMENT CO., a Delaware corporation ("WCM") and Secured Party are parties to that certain Security Interest in Trademarks dated as of August 14, 2013 (the "Trademark Security Agreement") and Pledge and Security Agreement dated as of August 14, 2013 (the "Pledge Agreement") pursuant to which WCM granted a security interest to Secured Party in certain trademarks, trademark registrations, and trademark applications as security for certain obligations owing by WCM to Secured Party, including the Released Trademarks (as defined below) set forth on Schedule 1 hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on August 20, 2013, at Reel 005092, Frame 0366;

WHEREAS, WCM requested that Secured Party release its security interest in the Released Trademarks and Released Trademark Collateral (as defined below) and reassign any and all rights in the same to WCM.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of WCM's right, title and interest in and to the following (collectively the "Released Trademark Collateral");

(i) the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d) are collectively, the "Released Trademarks"); and

(ii) the goodwill of WCM's business connected with and symbolized by the Released Trademarks.

2. Secured Party hereby reassigns, grants and conveys to WCM, without any representation or recourse by Secured Party, any and all of Secured Party's right, title and interest in and to the Released Trademarks and the Released Trademark Collateral.

3. The Secured Party hereby authorizes WCM or WCM's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Released Trademark Collateral and/or (iii) otherwise record or file this Release in

the applicable governmental office or agency. The Secured Party further agrees to execute and deliver to WCM any and all further documents and instruments, and do any and all further acts which WCM (or their agents or designees) reasonably request (at WCM's sole cost and expense) in order to confirm this Release and WCM's right, title and interest in, to and under the Released Trademark Collateral.


4. The release of security interest set forth in this Release is limited solely to the Released Trademarks and Released Trademark Collateral and all other liens, security interests, pledges, encumbrances, mortgages and hypothecations granted, given or otherwise made by WCM or any other Grantor (as defined in the Pledge Agreement) are and shall remain entirely unmodified by this Release and shall continue in full force and effect. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Trademark Security Agreement, Credit Agreement, Pledge Agreement or any of the other Loan Documents (as defined in the Credit Agreement) (except as specifically provided for herein) or constitute a course of conduct or dealing among the parties. Security Party, on behalf of Security Party and the Creditors, reserves all rights, privileges and remedies under the Trademark Security Agreement, Credit Agreement, Pledge Agreement and the other Loan Documents. The Trademark Security Agreement, Credit Agreement, Pledge Agreement the other Loan Documents remain unmodified and in full force and effect.

5. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Partial Trademark Release to be executed as of the day and year first above written.


JPMORGAN CHASE BANK, N.A.

By: 
Name: Elizabeth A. Schoonover
Title: AUTHORIZED OFFICER


SCHEDULE 1

Trademarks

United States Mark Applications and Registrations

Mark	App. or Reg. No.	Goods	Filed	Registered
PRIZELAWN®	1166164	Cl 7: hand-operated fertilizer spreaders	5/2/1980	8/25/1981
PRIZELAWN BIGFOOT®	2006694	Cl 7: commercial grade, hand-operated fertilizer spreaders	6/13/1994	10/8/1996
PRIZELAWN LIL'FOOT®	2062268	Cl 8: hand-operated spreaders for granular material	11/27/1995	5/13/1997
PRIZELAWN ACCURATE®	2403823	Cl 9: for calibrator for attachment to a wheeled material spreader for calibrating the output of material therefrom.	8/9/1999	11/14/2000
 PS 200 Power Spreader®	4,116,056	Cl 7: material spreader	1/13/2011	3/20/2012

Foreign Jurisdiction Mark Applications and Registrations

Mark	Country	Details	Status	Owner
PRIZELAWN (block lettering)	CANADA	Registered. Registration No. TMA417,960 issued October 8, 1993 for hand-operated fertilizer spreaders.	Renewal due 10/8/2023	White Castle Management Co.
 PS 200 Power Spreader	CANADA	Registered. Registration No. TMA869,152 issued January 15, 2014 for mechanical spreaders.	Renewal due 1/15/2029	White Castle Management Co.
PRIZELAWN (block letters)	JAPAN	Registered. Registration No. 2,642,160 issued April 1, 1994 in Class 9 for all goods including hand operated material spreaders for lawn and garden use.	Renewal due 3/31/2024	White Castle Management Co.