

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Lender		12/22/2015	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jersey Mike's Franchise Systems, Inc.		
Street Address:	2251 Landmark Place		
City:	Manasquan		
State/Country:	NEW JERSEY		
Postal Code:	08736		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4298281	SUB IN A TUB	
Registration Number:	4042034	MIKE'S WAY	
Registration Number:	3893354	JERSEY MIKE'S SUBS	
Registration Number:	3142020	JERSEY MIKE'S SUBS SINCE 1956	
Registration Number:	1993658	MIKES	
Registration Number:	1993657	JERSEY MIKE'S ESTABLISHED IN '56 PT. PLE	
Registration Number:	1993656	JERSEY MIKE'S	
Serial Number:	85870931	MENU OF CHAMPIONS	
Serial Number:	85796998	FUELED BY FRESH	
Serial Number:	85978761	INVITE MIKE	
Serial Number:	85741508	INVITE MIKE	
Serial Number:	85672248	JERSEY MIKE'S SHORE POINTS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		

OP \$315.00 4298281

Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 040324-95

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE: /John E. Slaughter/

DATE SIGNED: 12/28/2015

Total Attachments: 3

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 22, 2015 ("Release"), is made by Wells Fargo, National Association ("Lender") in favor of Jersey Mike's Franchise Systems, Inc., a New Jersey corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of May 10, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor party thereto and the Lender, each Obligor granted to the Lender, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Lender, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of May 10, 2013 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on May 10, 2013 at Reel 5025 Frame 0681.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender, on behalf of the Secured Parties, and Grantor agree as follows:

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

SECTION 2. Termination and Release. Lender, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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

IN WITNESS WHEREOF, the Lender, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

Wells Fargo, National Association, as Lender

By: Maureen S. Malpus
Name: Maureen S. Malpus
Title: Vice President
Loan Administration Manager

Schedule A

Jersey Mike's Franchise Systems, Inc.
(New Jersey Corporation)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
SUB IN A TUB	4298281	03/05/13
MIKE'S WAY	4042034	10/18/11
JERSEY MIKE'S SUBS	3893354	12/21/10
JERSEY MIKE'S SUBS SINCE 1956 and Design	3142020	09/12/06
MIKES and Design	1993658	08/13/96
JERSEY MIKE'S ESTABLISHED IN '56 PT. PLEASANT and Design	1993657	08/13/96
JERSEY MIKE'S	1993656	08/13/96

Pending Applications

Mark	Appl. No.	Filing Date
MENU OF CHAMPIONS	85870931	03/08/13
FUELED BY FRESH	85796998	12/07/12
INVITE MIKE	85978761	09/28/12
INVITE MIKE	85741508	09/28/12
JERSEY MIKE'S SHORE POINTS	85672248	07/09/12