

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 4926/0926		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		10/04/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Malnati Organization, LLC (successor to The Malnati Organization, Inc.)		
Street Address:	3685 Woodhead Drive		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3967783	MALNATI CHICAGO CLASSIC	
Registration Number:	3808381	LOU-TO-GO-DOUGH	
Registration Number:	1958741	PRIORITY	
Registration Number:	1940147	GET-RIBS	
Registration Number:	1941338	WE LOVE BEING A FLY-BY-NIGHT PIZZERIA	
Registration Number:	1940148	LOU-TO-GO	
Registration Number:	1217915	LOU MALNATI'S	
Registration Number:	1204080	MALNATI'S	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		

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SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/06/2016
Total Attachments: 4 source=Malnati_ Release of IP Security Interest (Trademark)#page1.tif source=Malnati_ Release of IP Security Interest (Trademark)#page2.tif source=Malnati_ Release of IP Security Interest (Trademark)#page3.tif source=Malnati_ Release of IP Security Interest (Trademark)#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (“Release”) is executed and delivered on this 4th day of October 2016, by JPMORGAN CHASE BANK, N.A. (the “Bank”), to THE MALNATI ORGANIZATION, LLC (successor to The Malnati Organization, Inc., the “Grantor”), as follows:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2012 by and among the Grantor, the other parties named as “Loan Parties” therein, and the Bank (as restated as of December 29, 2014 and as otherwise amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Grantor and the Bank entered into that certain Trademark Security Agreement dated as of December 21, 2012 (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Bank a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether then existing or thereafter created or acquired:

1. each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
3. all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

WHEREAS, the Security Agreement was recorded in the United States Patent & Trademark Office (“USPTO”) on December 21, 2012, at reel/frame 4926/0926; and

WHEREAS, the Grantor has satisfied the terms of Credit Agreement (including all conditions for release), and the Bank wishes to release its security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including those items of Trademark Collateral listed on Schedule 1 and retransfer and reassign to the Grantor without recourse all of the Bank’s right, title and interest in and to the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby (i) unconditionally terminates the Security Agreement and terminates, releases and discharges any

and all security interest, right, title or other interest it may have in the Trademark Collateral, including those items listed on Schedule 1, and hereby reassigns any and all right, title and interest it may have in and to the Trademark Collateral without recourse to the Grantor, together with the goodwill of the business symbolized thereby and (ii) agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or their assignees') right, title and interest in and to the Trademark Collateral. The Grantor, or its designee, may record this Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Release and, to the extent applicable, the Bank authorizes and requests that the USPTO record this Release.

IN WITNESS WHEREOF, the Bank has caused this Release to be executed by its duly authorized officer as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Bank

By: Michelle Walker
Name: Michelle L Walker
Title: Authorized officer

Schedule 1

As of the date of this Release, the following marks are registered in the name of THE MALNATI ORGANIZATION, LLC.

I. U.S. Federal

Mark	Reg. No.	Reg. Date	Int'l Classes	Owner
MALNATI CHICAGO CLASSIC	3967783	May 14, 2010	30	The Malnati Organization, Inc.
LOU-TO-GO-DOUGH	3808381	June 22, 2010	30	The Malnati Organization, Inc.
PRIORITY	1958741	Feb. 27, 1996	30	The Malnati Organization, Inc.
GET-RIBS	1940147	Dec. 5, 1995	39	The Malnati Organization, Inc.
WE LOVE BEING A FLY-BY-NIGHT PIZZERIA	1941338	Dec. 12, 1995	39	The Malnati Organization, Inc.
LOU-TO-GO	1940148	Dec. 5, 1995	39	The Malnati Organization, Inc.
LOU MALNATI'S	1217915	Nov. 23, 1982	42	The Malnati Organization, Inc.
MALNATI'S	1204080	Aug. 3, 1982	42	The Malnati Organization, Inc.

II. Illinois State

Mark	Reg. No.	Reg. Date	Int'l Classes	Owner
PRIORITY	76055	Feb. 24, 1995	29, 30	The Malnati Organization, Inc.
GET-RIBS	76057	Feb. 24, 1995	39, 42	The Malnati Organization, Inc.
WE LOVE BEING A FLY-BY-NIGHT PIZZERIA	76054	Feb. 24, 1995	39, 42	The Malnati Organization, Inc.
LOU-TO-GO	76056	Feb. 24, 1995	39, 42	The Malnati Organization, Inc.
LOU MALNATI'S	49560	Feb. 26, 1981	43	The Malnati Organization, Inc.
MALNATI'S	49561	Feb. 26, 1981	43	The Malnati Organization, Inc.
LOU MALNATI'S	49494	Feb. 5, 1981	32	The Malnati Organization, Inc.
MALNATI'S	49495	Feb. 5, 1981	32	The Malnati Organization, Inc.
LOU MALNATI'S	49496	Feb. 5, 1981	29, 30, 31	The Malnati Organization, Inc.
MALNATI'S	49497	Feb. 5, 1981	29, 30, 31	The Malnati Organization, Inc.
BUTTERCRUST	67671	Nov. 21, 1990	29, 30, 31	The Malnati Organization, Inc.