

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		10/20/2017	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	PEPPERJAX DEVELOPMENT, LLC		
Street Address:	13205 F STREET		
City:	OMAHA		
State/Country:	NEBRASKA		
Postal Code:	68137		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4473870	PEPPERJAX GRILL	
Registration Number:	4223534	AMERICA'S BEST PHILLY!	
Registration Number:	2591503	PEPPERJAX GRILL	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	134810.266941		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	10/23/2017		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 20, 2017, by CITIZENS BANK, N.A., as Administrative Agent and as Collateral Agent (in such capacity, “Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, PEPPERJAX DEVELOPMENT, LLC, a Delaware limited liability company (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of June 30, 2016 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on June 30, 2016 at Reel 5826, Frame 0028;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby terminates, cancels, releases and discharges its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all of Grantor’s Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or 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.

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

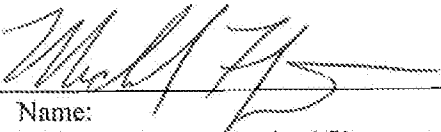
3. Secured Party agrees, at the Grantor’s expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably requested by the Grantor to effect the release of the Secured Party’s security interest in and lien on the Trademarks and Trademark Collateral.

4. This Trademark Release and Reassignment and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

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

CITIZENS BANK, N.A.
as Administrative Agent and Collateral Agent

By: 
Name:
Title: Its Duly Authorized Signatory

SCHEDULE 1

Mark	Application No.	Application Date	Registration No.	Registration Date
PEPPERJAX GRILL	85840046	2/4/13	4473870	1/28/14
AMERICA'S BEST PHILLY!	85594759	4/11/12	4223534	10/9/12
PEPPERJAX GRILL	76322978	10/9/01	2591503	7/9/02