

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559577

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nomura Corporate Funding Americas, LLC		01/24/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SMG Holdings I, LLC
<b>Street Address:</b>	300 Conshohocken State Road
<b>Internal Address:</b>	Suite 450
<b>City:</b>	West Conshohocken
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Premier Food Services Management Group, Inc.
<b>Street Address:</b>	300 Conshohocken State Road
<b>Internal Address:</b>	Suite 450
<b>City:</b>	West Conshohocken
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428
<b>Entity Type:</b>	Corporation: CALIFORNIA
<b>Name:</b>	SMG Holdings II, LLC
<b>Street Address:</b>	300 Conshohocken State Road
<b>Internal Address:</b>	Suite 450
<b>City:</b>	West Conshohocken
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	SMG
<b>Street Address:</b>	300 Conshohocken State Road
<b>Internal Address:</b>	Suite 450
<b>City:</b>	West Conshohocken
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428
<b>Entity Type:</b>	Partnership: PENNSYLVANIA

TRADEMARK

**Composed Of:**

- SMG Holdings I, LLC, DELAWARE, Limited Liability Company
- SMG Holdings II, LLC, DELAWARE, Limited Liability Company

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2620072	CARRIAGE TRADE CATERING
Registration Number:	2600495	CARRIAGE TRADE CATERING
Registration Number:	3424671	K'NEKT
Registration Number:	3372097	SAVOR . . .
Registration Number:	2676373	PREMIER FOOD SERVICES
Registration Number:	3032026	SMG
Registration Number:	2024896	SMG

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 212-859-8000  
**Email:** teas@friedfrank.com  
**Correspondent Name:** Tristan Schmidt c/o Fried Frank  
**Address Line 1:** One New York Plaza  
**Address Line 4:** New York, NEW YORK 10004

**ATTORNEY DOCKET NUMBER:** 33637-6

**NAME OF SUBMITTER:** Tristan Schmidt

**SIGNATURE:** /Tristan Schmidt/

**DATE SIGNED:** 01/30/2020

**Total Attachments: 4**

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, (this “Release”), dated as of January 24, 2020 is made by NOMURA CORPORATE FUNDING AMERICAS, LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties, in favor of SMG HOLDINGS I, LLC, PREMIER FOOD SERVICES MANAGEMENT GROUP, INC., SMG, AND SMG HOLDINGS II, LLC (each, a “Grantor”). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of January 23, 2018 among the Grantors and the Collateral Agent (as may have been amended, restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to the Collateral Agent a Second Lien Trademark Security Agreement, dated as of January 23, 2018 (the “Trademark Security Agreement”), pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”):

(i) all U.S., state and foreign trademarks, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general intangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United State Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

provided, however, that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 23, 2018, at Reel/Frame 6255/0512; and

WHEREAS, the Collateral Agent, on behalf of the Secured Parties, wishes to release its security interest in the Trademark Collateral.

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

The Collateral Agent, without recourse and without any representation or warranty, hereby, absolutely, unconditionally, irrevocably and forever: (a) terminates the Trademark Security Agreement, and (b) releases, discharges, terminates and cancels its security interest in the Trademark Collateral granted in the Security Agreement and/or the Trademark Security Agreement, including any and all goodwill relating to the same. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by its respective officer or representative thereunto duly authorized as of the day and year first written above.

NOMURA CORPORATE FUNDING  
AMERICAS, LLC, as the Collateral Agent

By: 

Name:

Title:

**G. Andrew Keith**  
**Executive Director**




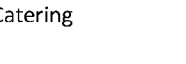


[Signature Page to Trademark Release (SMG)]

**TRADEMARK**

**REEL: 006850 FRAME: 0386**

## SCHEDULE A

### U.S. TRADEMARKS AND APPLICATIONS

Trademark	Owner	Jurisdiction	Registration No.	Registration Date
Carriage Trade Catering and Design 	Premier Food Services Management Group, Inc.	California	CA 67362	July 18, 2011
Premier Food Services and Design 	Premier Food Services Management Group, Inc.	California	CA 67361	July 18, 2011
	Premier Food Services Management Group, Inc.	United States	2620072	September 17, 2002
Carriage Trade Catering 	Premier Food Services Management Group, Inc.	United States	2600495	July 30, 2002
K'nekt	SMG	United States	3424671	May 6, 2008
savor...	SMG General Partners SMG Holdings I, LLC and SMG Holdings II, LLC	United States	3372097	January 22, 2017
	Premier Food Services Management Group, Inc.	United States	2676373	January 21, 2003
	SMG	United States	3032026	December 20, 2005
SMG	SMG	United States	2024896	December 24, 1996
FIGS & PIGS	SMG HOLDINGS I, LLC, SMG HOLDINGS II, LLC, SMG	Massachusetts	81352	September 25, 2015