

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Financial Bank		12/28/2021	Chartered Bank: OHIO
RECEIVING PARTY DATA			
Name:	Coney Island, Inc.		
Street Address:	6201 Kellogg Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45230		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4350100	FIRE UP THE NIGHT	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	kdhoover@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	Attn: Laura T. Geyer		
Address Line 2:	P.O. Box 2255 - IPLAW@ VORYS.COM		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	059684-000270		
NAME OF SUBMITTER:	Kimberly Hoover		
SIGNATURE:	/Kimberly Hoover/		
DATE SIGNED:	12/29/2021		
Total Attachments: 3			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of December 28, 2021 is made by **FIRST FINANCIAL BANK**, an Ohio state chartered bank ("Secured Party"), **CONEY ISLAND, INC.**, an Ohio corporation ("Debtor"), and is as follows:

WHEREAS, Debtor and Secured Party are parties to that certain Trademark Security Agreement, dated as of December 11, 2020, which was recorded with the United States Patent and Trademark Office on December 22, 2020 in its records at Reel 7142, Frame 0858 (the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, and Lien on, and assigned to Secured Party as collateral all of the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration and application listed on Schedule I of the Agreement attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark", and collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks including the licenses listed on Schedule I and the Trademark Licenses; (g) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its continuing security interest in and to, and Lien on, and collateral assignment in, and other rights, title and interest, if any, in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement. Secured Party agrees to execute and deliver such further instruments and take or cause to be taken other or further action as Debtor may reasonably request in order to perfect, confirm or evidence such release.

[Signature Page Follows]

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

FIRST FINANCIAL BANK

By: 

Name: Jacob Holbrook

Title: Middle Market Market President

SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

Mark	Serial Number	Filing Date	Reg. Number	Reg. Date	Liens / Sec. Interest
FIRE UP THE NIGHT	8575833 9	19-Oct-2012	4350100	11-Jun-2013	N/A

TRADEMARK