

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720018

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		03/07/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Castle Management Co.		
<b>Street Address:</b>	555 Edgar Waldo Way		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3568755	REAL GOOD COFFEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
<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>			
<b>Phone:</b>	202-344-4976		
<b>Email:</b>	trademarkdocket@venable.com, rliebowitz@venable.com, cmitros@venable.com		
<b>Correspondent Name:</b>	Rebecca Liebowitz		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043-9998		
<b>ATTORNEY DOCKET NUMBER:</b>	137194561855		
<b>NAME OF SUBMITTER:</b>	Catherine Mitros		
<b>SIGNATURE:</b>	/Catherine Mitros/		
<b>DATE SIGNED:</b>	04/08/2022		
<b>Total Attachments: 4</b>			
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OP \$40.00 3568755



## Release of Trademark Security Interest

This Release Of Trademark Security Interest ("**Release**") is made and effective as of March 7, 2022 and granted by JPMorgan Chase Bank, N.A., a national banking association having an office at 100 East Broad Street, 10th Floor, OH 1-0170, Columbus, Ohio 43215, as collateral agent (the "**Secured Party**") appointed pursuant to the terms and conditions of the Amended and Restated Intercreditor and Collateral Agency Agreement dated as of May 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), entered into by and among, JPMorgan Chase Bank, N.A., as administrative agent under the Bank Credit Agreement (as defined in the Intercreditor Agreement), The Prudential Insurance Company of America (together with its successors and permitted assigns, "**PICA**"), and PAR U Hartford Comfort Trust (together with its successors and permitted assigns "**PAR U**") (PAR U, PICA and any other holder of the Senior Notes (as defined in the Intercreditor Agreement), each a "**Noteholder**", and collectively the "**Noteholders**"), in favor of White Castle Management Co., a Delaware corporation located at 555 Edgar Waldo Way, Columbus, Ohio 43215 (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, the Grantor, among other parties, executed and delivered to the Secured Party a certain Amended and Restated Pledge and Security Agreement, and a certain Amended and Restated Security Interest In Trademarks by and among the Grantor, the other parties thereto and the Secured Party, each dated as of May 23, 2018 (collectively, the "**Trademark Security Agreement**");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6339, Frame 0551 on May 31, 2018; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. The Secured Party, its successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest to, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under, the following (collectively, the "**Trademark Collateral**");

(a) the trademark and trademark registration set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademark**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees, at the Grantor's expense, to take all further actions, and provide to the Grantors and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

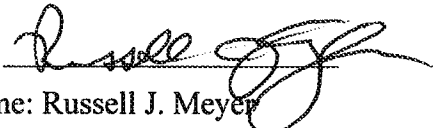
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed on this [Number] day of [Month], [Year] by its duly authorized officer.

**GRANTOR**

White Castle Management, LLC

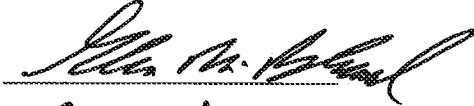
By: 

Name: Russell J. Meyer

Title: Chief Financial Officer

**SECURED PARTY**

JPMorgan Chase Bank, N.A., as Collateral Agent

By: 

Name: Glen M. Blumenthal

Title: VP

**ACKNOWLEDGMENT**

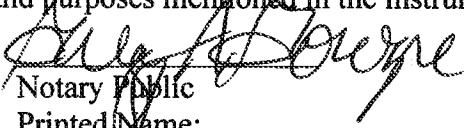
STATE OF OHIO

)  
)SS.

COUNTY OF FRANKLIN

)

On the 2 day of November, 2021, before me personally appeared Glen Blumenthal personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the Vice President of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Collateral Agent, and acknowledged the instrument to be the free act and deed of such individual and of JPMorgan Chase Bank, N.A. in such capacity for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name:



Commission Expires:

GREGORY A. GORSPE, ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

Schedule 1  
Released Mark

Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date	Description of Goods/Services
REAL GOOD COFFEE	United States	3568755	January 27, 2009	International Class 21: Coffee cups, tea cups and mugs. International Class 30: Coffee.