# H \$65.00 376917

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM762506

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PP III CONTINUATION FUND, L.P., successor-in-interest to Prospect Partners III, L.P.		10/18/2022	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	WEDGEWOOD HOSPITALITY GROUP, INC.		
Street Address:	43385 BUSINESS PARK DRIVE, SUITE 220		
City:	TEMECULA		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Corporation: DELAWARE		
Name:	WEDGEWOOD INTERMEDIATE HOLDING CORPORATION		
Street Address:	43385 BUSINESS PARK DRIVE, SUITE 220		
City:	TEMECULA		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Corporation: DELAWARE		
Name:	WEDGEWOOD BEVERAGE INC.		
Street Address:	43385 BUSINESS PARK DRIVE, SUITE 220		
City:	TEMECULA		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Corporation: CALIFORNIA		
Name:	Z GOLF FOOD & BEVERAGE SERVICES, LLC		
Street Address:	43385 BUSINESS PARK DRIVE, SUITE 220		
City:	TEMECULA		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Limited Liability Company: CALIFORNIA		

PROPERTY NUMBERS Total: 2

TRADEMARK REEL: 007873 FRAME: 0843

900726969

Property Type	Number	Word Mark	
Registration Number:	3769112	VALSERVENIENCE VALUE SERVICE CONVENIENCE	
Registration Number:	3714663	Z GOLF FOOD & BEVERAGE SERVICES	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 060957-10020	
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/20/2022

#### **Total Attachments: 4**

source=Wedgewood Refi - IPSA Termination (Sub Debt) - Executed (to be filed) 4867-7888-3130 1#page1.tif source=Wedgewood Refi - IPSA Termination (Sub Debt) - Executed (to be filed) 4867-7888-3130 1#page2.tif source=Wedgewood Refi - IPSA Termination (Sub Debt) - Executed (to be filed) 4867-7888-3130 1#page3.tif source=Wedgewood Refi - IPSA Termination (Sub Debt) - Executed (to be filed) 4867-7888-3130 1#page4.tif

## TERMINATION AND RELEASE OF PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT (this "Termination and Release"), dated as of October 18, 2022, is made by PP III CONTINUATION FUND, L.P., a Delaware limited partnership (as successor-in-interest to Prospect Partners III, L.P., a Delaware limited partnership) ("Agent"), in favor of WEDGEWOOD HOSPITALITY GROUP, INC., a Delaware corporation ("Wedgewood Hospitality"), WEDGEWOOD INTERMEDIATE HOLDING CORPORATION, a Delaware corporation ("Wedgewood Intermediate"), WEDGEWOOD BEVERAGE INC., a California corporation ("Wedgewood Beverage"), and Z GOLF FOOD & BEVERAGE SERVICES, LLC, a California limited liability company ("Z Golf"), and together with Wedgewood Hospitality, Wedgewood Intermediate and Wedgewood Beverage, collectively, the "Grantors"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below) or the IP Security Agreement (as defined below), as applicable.

#### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of January 21, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Agent, the Grantors executed that certain Patent, Copyright, License and Trademark Security Agreement, dated as of January 21, 2014 (the "IP Security Agreement"), recorded with the United States Copyright Office on January 28, 2014 under Volume 9907, Document No. 986 and the United States Patent and Trademark Office on January 23, 2014 at Reel 005199, Frame 0787, pursuant to which the Grantors granted a continuing security interest to the Agent, for the benefit of the Lenders, in the Patents, Marks, Copyrights and Licenses (for the avoidance of doubt, each as defined in the IP Security Agreement) (collectively, the "IP Collateral"), including certain trademarks and the copyright listed on Schedule A hereto and made a part hereof.

WHEREAS, the Agent now desires to terminate the IP Security Agreement and terminate and release its security interest in the IP Collateral and reassign any and all rights, title, and interest in the same to the Grantors.

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

- 1. The Agent hereby irrevocably terminates the IP Security Agreement and irrevocably discharges, terminates and releases its lien on and security interest in all of the Grantors' right, title and interest in and to the IP Collateral, including those trademarks and the copyright set forth on Schedule A hereto.
- 2. The Agent hereby assigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by the Agent, any and all of Agent's right, title, and interest in and to the IP Collateral, including those trademarks and the copyright set forth on Schedule A hereto.

- 3. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office, the Register of Copyrights and any other applicable government authority record this Termination and Release.
- 4. This Termination and Release 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 Illinois and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

4857-6451-6149v.4

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

#### PP III CONTINUATION FUND, L.P.,

a Delaware limited partnership (as successor-ininterest to Prospect Partners III, L.P.)

By: Prospect Partners CV Management Group, L.P., its general partner

By: Prospect Partners UGP, LLC, its general partner

Name: Erik E. Maurer

Title: Authorized Person

Signature Page to Termination and Release of Patent, Copyright, License and Trademark Security Agreement

# SCHEDULE A TO

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## **Trademarks**

Grantor	Trademark	<u>Country</u>	Registration No.	Registration Date
Z Golf Food & Beverage Services, LLC	Two overlapping W's over Wedgewood Wedding & Banquet Center	US (CA Secretary of State)	65599	6/12/09
Z Golf Food & Beverage Services, LLC	Valservenience (Value Service Convenience)	US	3769112	4/9/09
Z Golf Food & Beverage Services, LLC	Z Golf Food & Beverage Services	US	3714663	4/9/09

## Copyright

Grantor	Copyright	Country	Registration No.	Registration Date
Z Golf Food & Beverage Services, LLC	Wedding Packages	US	TX 6-984-162	6/15/09

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**RECORDED: 10/20/2022**