TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM830934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regions Bank, as Agent		08/08/2023	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Perkins LLC	
Street Address:	5901-B Peachtree Dunwoody Road, Ste. 450	
City:	Sandy Springs	
State/Country:	GEORGIA	
Postal Code:	30328	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4566948	STRAWBERRY FRESH-TIVAL
Registration Number:	4417027	MYPERKINS
Registration Number:	2492247	PERKINS RESTAURANT & BAKERY
Registration Number:	2490366	PERKINS RESTAURANT & BAKERY
Registration Number:	2286891	KID PERKS
Registration Number:	1897634	TREMENDOUS TWELVE
Registration Number:	1751454	MAMMOTH MUFFIN
Registration Number:	1679722	PERKINS PROMISE
Registration Number:	1663533	MAGNIFICENT SEVEN
Registration Number:	1464960	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1403560	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1403558	PERKINS FAMILY RESTAURANT
Registration Number:	1243032	BOTTOMLESS POT OF COFFEE
Registration Number:	1231484	PERKINS
Registration Number:	1203149	PERKINS
Registration Number:	0809680	PERKINS

CORRESPONDENCE DATA

900792341

Fax Number: 7043311159

TRADEMARK

REEL: 008171 FRAME: 0744

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: 7043311000

Email: PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	029925.000324
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	08/10/2023

Total Attachments: 3

source=TRSI-T - Regions Bank, as Agent to Perkins LLC#page1.tif source=TRSI-T - Regions Bank, as Agent to Perkins LLC#page2.tif source=TRSI-T - Regions Bank, as Agent to Perkins LLC#page3.tif

TRADEMARK REEL: 008171 FRAME: 0745

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 8, 2023 ("<u>Release</u>"), is made by Regions Bank, as Agent ("<u>Agent</u>"), in favor of Perkins LLC, a Delaware limited liability company ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of January 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Agent, and others party thereto and the Trademark Security Agreement dated as of October 22, 2019 ("Trademark Security Agreement") by and among the Grantor and Agent, Grantor granted mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties, and granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on October 22, 2019 at Reel 6776 Frame 0875.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement;
 - (b) terminates the Trademark Security Agreement; and
 - (c) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK
REEL: 008171 FRAME: 0746

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Regions Bank, as Agent

By: <u>Jaudio Lodenhava</u> Name: Claudia Biedenharn

Title: Director

Schedule A

Perkins LLC (Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest Granted by Perkins LLC In Favor of Regions Bank, as Agent Recorded October 22, 2019 at Reel 6776 Frame 0875

Trademark Registrations

Mark	Reg. No.	Reg. Date
STRAWBERRY FRESH-TIVAL	4566948	07/15/14
MYPERKINS	4417027	10/15/13
PERKINS RESTAURANT & BAKERY and Design	2492247	09/25/01
PERKINS RESTAURANT & BAKERY	2490366	09/18/01
KID PERKS	2286891	10/19/99
TREMENDOUS TWELVE	1897634	06/06/95
MAMMOTH MUFFIN	1751454	02/09/93
PERKINS PROMISE	1679722	03/17/92
MAGNIFICENT SEVEN	1663533	11/05/91
PERKINS FAMILY RESTAURANT BAKERY and Design	1464960	11/10/87
PERKINS FAMILY RESTAURANT BAKERY and Design	1403560	07/29/86
PERKINS FAMILY RESTAURANT and Design	1403558	07/29/86
BOTTOMLESS POT OF COFFEE	1243032	06/21/83
PERKINS (Stylized)	1231484	03/15/83
PERKINS and Design	1203149	07/27/82
PERKINS	0809680	06/07/66

CHAR2\2853235v2

RECORDED: 08/10/2023

TRADEMARK
REEL: 008171 FRAME: 0748