

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Lien Release R/F 5322/0903

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent		04/20/2015	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	TGI Friday's of Minnesota, Inc.
Street Address:	4201 Marsh Lane
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75007
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	3435982	BROWNIE OBSESSION
Registration Number:	4490100	EARN YOUR STRIPES
Registration Number:	3133940	EVERYONE COULD USE MORE FRIDAY'S
Registration Number:	1203225	FAST FRIDAYS
Registration Number:	0977903	FRIDAY'S
Registration Number:	1979633	FRIDAY'S
Registration Number:	2565300	FRIDAY'S
Registration Number:	1988317	FRIDAY'S FRONT ROW SPORTS GRILL
Registration Number:	3259361	FRIDAY'S FRONT ROW SPORTS GRILL
Registration Number:	2659071	FRIDAY'S FRONT ROW SPORTS GRILL
Registration Number:	2129175	FRIDAY'S
Registration Number:	1858259	FRONT ROW
Registration Number:	3437060	GIVE ME MORE FRIDAY'S
Registration Number:	3636407	GIVE ME MORE STRIPES
Registration Number:	2120962	IN HERE, IT'S ALWAYS FRIDAY
Registration Number:	2253463	
Registration Number:	4384934	MY FRIDAYS TAB
Registration Number:	4480825	RIGHT PORTION, RIGHT PRICE

OP \$1415.00 3435982

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2220903	SHAKE RATTLE AND POUR
Registration Number:	2220902	SHAKE RATTLE AND POUR
Registration Number:	0925656	T.G.I. FRIDAY'S
Registration Number:	1371648	T.G.I. FRIDAY'S
Registration Number:	1380366	T.G.I. FRIDAY'S
Registration Number:	1381314	T.G.I. FRIDAY'S
Registration Number:	2532181	T.G.I. FRIDAY'S
Registration Number:	2294717	T.G.I. FRIDAY'S
Registration Number:	2476076	T.G.I. FRIDAY'S
Registration Number:	1638468	T.G.I. FRIDAY'S
Registration Number:	1417077	T.G.I. FRIDAY'S
Registration Number:	2545010	T.G.I. FRIDAY'S
Registration Number:	2300670	T.G.I. FRIDAY'S
Registration Number:	1760170	T.G.I. FRIDAY'S
Registration Number:	1902042	T.G.I. FRIDAY'S
Registration Number:	3477910	T.G.I. FRIDAY'S
Registration Number:	3518280	T.G.I. FRIDAY'S
Registration Number:	3518281	T.G.I. FRIDAY'S
Registration Number:	3229827	T.G.I. FRIDAY'S
Registration Number:	2963202	T.G.I. FRIDAY'S
Registration Number:	2448080	T.G.I. FRIDAY'S
Registration Number:	1778205	T.G.I. FRIDAY'S
Registration Number:	2164903	T.G.I.F.
Registration Number:	4544761	TGI FRIDAYS
Registration Number:	4544763	TGI FRIDAYS
Registration Number:	4548896	TGI FRIDAYS
Registration Number:	4544764	TGI FRIDAYS
Registration Number:	3680711	TGIF
Registration Number:	3887359	THANK GOD IT'S FRIDAY'S
Serial Number:	86328033	ENDLESS APPETIZERS
Serial Number:	86321855	FRIDAYS
Serial Number:	86211432	GO OUT BETTER
Serial Number:	85585244	TGI FRIDAYS
Serial Number:	85888358	TGI FRIDAYS
Serial Number:	85888371	TGI FRIDAYS
Serial Number:	85888380	TGI FRIDAYS
Serial Number:	85888385	TGI FRIDAYS
Serial Number:	85888394	TGI FRIDAYS

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Dwayne C. Houston**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F155259
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	04/23/2015

Total Attachments: 5

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RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of April 20, 2015 (the “Effective Date”), by Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent (in such capacity, the “Second Lien Administrative Agent”) under that certain Second Lien Security Agreement, (the “Second Lien Security Agreement”) dated as of July 15, 2014 among the grantors identified therein and the Second Lien Administrative Agent, in favor of TGI Friday’s of Minnesota, Inc. (the “Grantor”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Second Lien Security Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement (the “Second Lien Trademark Security Agreement”) by the Grantor in favor of the Second Lien Administrative Agent dated as of July 15, 2014, the Grantor pledged and granted to the Second Lien Administrative Agent (on behalf of the Secured Parties) a security interest in all of its rights, title and interest in and to certain collateral identified in said Second Lien Trademark Security Agreement including, without limitation, any and all of the following assets and properties (other than Excluded Assets) then owned or at any time thereafter owned or acquired by such Grantor or in which such Grantor then had or at any time thereafter owned or acquired by such Grantor or in which such Grantor then had or at any time in the future may own or acquire any right, title, or interest: (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, then existing or thereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A; (ii) any written agreement, then or thereafter in effect, granting to any third party any right to use any Trademark then or thereafter owned by the Grantor or that the Grantor otherwise had the right to license, or granting to the Grantor any right to use any Trademark then or thereafter owned by any third party, and all rights of the Grantor under any such agreement; and (iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world (collectively, the “Trademark Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on July 15, 2014 on Reel 5322, Frame 0903;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Administrative Agent hereby terminates the Second Lien Trademark Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in and against the Trademark Collateral, including, without limitation, all of the items listed in Schedule A, arising under the Second Lien Trademark Security Agreement.

If and to the extent the Second Lien Administrative Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Grantor.

The Second Lien Administrative Agent shall (at the Borrower's expense) take all further actions, and provide to the Grantor and its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Release.

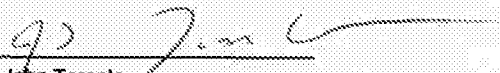
For the avoidance of doubt, this Release does not and shall not be deemed to release, discharge or terminate any security interest in any Trademarks, Trademark Licenses or Proceeds of the foregoing (each as defined in the First Lien Security Agreement) granted to the First Lien Administrative Agent (on behalf of the Secured Parties (as defined in the First Lien Security Agreement)) under (i) the First Lien Security Agreement or (ii) the Trademark Security Agreement dated as July 15, 2014 between TGI Friday's Inc. and the First Lien Administrative Agent (in which the First Lien Security Agreement is referred to in the recitals thereto).


THIS RELEASE AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Second Lien Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISALNDS BRANCH,
as Second Lien Administrative Agent**

By: 
Name: John Toronto
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

SCHEDULE A
to
RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
UNITED STATES	BROWNIE OBSESSION	78/778,430	12/21/2005	3,435,982	5/27/2008	REGISTERED
UNITED STATES	EARN YOUR STRIPES	85/050,537	5/28/2010	4,490,100	3/4/2014	REGISTERED
UNITED STATES	ENDLESS APPETIZERS	86/328,033	07/03/2014			PENDING
UNITED STATES	EVERYONE COULD USE MORE FRIDAY'S	78/439,318	6/22/2004	3,133,940	8/22/2006	REGISTERED
UNITED STATES	FAST FRIDAYS	73/324,113	8/17/1981	1,203,225	7/27/1982	REGISTERED
UNITED STATES	FRIDAY'S	72/445,054	1/3/1973	977,903	1/29/1974	REGISTERED
UNITED STATES	FRIDAY'S	74/690,247	6/13/1995	1,979,633	6/11/1996	REGISTERED
UNITED STATES	FRIDAY'S	76/284,356	7/13/2001	2,565,300	4/30/2002	REGISTERED
UNITED STATES	FRIDAY'S FRONT ROW SPORTS GRILL and Design	74/679,172	5/23/1995	1,988,317	7/23/1996	REGISTERED
UNITED STATES	FRIDAY'S FRONT ROW SPORTS GRILL and Design (Block Print)	78/678,772	7/26/2005	3,259,361	7/3/2007	REGISTERED
UNITED STATES	FRIDAY'S FRONT ROW SPORTS GRILL and Design (Script)	76/356,370	1/8/2002	2,659,071	12/10/2002	REGISTERED
UNITED STATES	FRIDAY'S Stylized	75/272,402	4/10/1997	2,129,175	1/13/1998	REGISTERED
UNITED STATES	FRIDAYS and Design (Block FRIDAYS Logo)	86/321,855	06/26/2014			PENDING
UNITED STATES	FRONT ROW	74/353,078	1/27/1993	1,858,259	10/11/1994	REGISTERED
UNITED STATES	GIVE ME MORE FRIDAY'S	77/079,263	1/9/2007	3,437,060	5/27/2008	REGISTERED
UNITED STATES	GIVE ME MORE STRIPES	77/425,896	3/19/2008	3,636,407	6/9/2009	REGISTERED
UNITED STATES	GO OUT BETTER	86/211,432	03/05/2014			PENDING
UNITED STATES	IN HERE, IT'S ALWAYS FRIDAY	75/102,473	5/10/1996	2,120,962	12/16/1997	REGISTERED
UNITED STATES	Miscellaneous Design (Globe & Bars Design)	75/468,944	4/16/1998	2,253,463	6/15/1999	REGISTERED
UNITED STATES	MY FRIDAY'S TAB	85/557,531	3/1/2012	4,384,934	8/13/2013	REGISTERED
UNITED STATES	RIGHT PORTION, RIGHT PRICE	86/000,482	7/2/2013	4,480,825	2/11/2014	REGISTERED
UNITED STATES	SHAKE RATTLE AND POUR	75/269,466	4/4/1997	2,220,903	1/26/1999	REGISTERED
UNITED STATES	SHAKE RATTLE AND POUR	75/269,464	4/4/1997	2,220,902	1/26/1999	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	72/371,156	9/21/1970	925,656	12/14/1971	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/539,766	5/28/1985	1,371,648	11/19/1985	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/539,765	5/28/1985	1,380,366	1/28/1986	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/541,238	5/31/1985	1,381,314	2/4/1986	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	76/286,298	7/11/2001	2,532,181	1/22/2002	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	75/417,742	1/14/1998	2,294,717	11/23/1999	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	75/417,744	1/14/1998	2,476,076	8/7/2001	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/834,052	10/16/1989	1,638,468	3/19/1991	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/540,283	5/29/1985	1,417,077	11/18/1986	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	76/284,032	7/13/2001	2,545,010	3/5/2002	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	75/418,441	1/15/1998	2,300,670	12/14/1999	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	74/291,049	7/6/1992	1,760,170	3/23/1993	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	74/511,587	4/12/1994	1,902,042	6/27/1995	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/421,820	5/19/2004	3,477,910	7/29/2008	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	78/799,050	1/25/2006	3,518,280	10/14/2008	REGISTERED

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
	[new logo]					
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/799,059	1/25/2006	3,518,281	10/14/2008	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/911,003	6/19/2006	3,229,827	4/17/2007	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/331,642	11/21/2003	2,963,202	6/21/2005	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	75/418,630	1/15/1998	2,448,080	5/1/2001	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S Stylized	74/315,550	9/21/1992	1,778,205	6/22/1993	REGISTERED
UNITED STATES	T.G.I.F.	74/294,193	7/14/1992	2,164,903	6/16/1998	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (6-Stripe)	85/585,244	3/30/2012			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,306	3/27/2013	4,544,761	6/3/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,326	3/27/2013	4,544,763	6/3/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,334	3/27/2013	4,548,896	6/10/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,342	3/27/2013	4,544,764	6/3/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,358	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,371	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,380	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,385	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,394	3/27/2013			ALLOWED
UNITED STATES	TGIF	77/393,845	2/11/2008	3,680,711	9/8/2009	REGISTERED
UNITED STATES	THANK GOD IT'S FRIDAY'S	77/782,764	7/16/2009	3,887,359	12/7/2010	REGISTERED

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RECORDED: 04/23/2015

TRADEMARK
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