

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest R/F 5322/0888		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Agent		03/02/2017	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:	4684669	ENDLESS APPETIZERS	
Registration Number:	3133940	EVERYONE COULD USE MORE FRIDAY'S	
Registration Number:	1203225	FAST FRIDAYS	
Registration Number:	977903	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:	4681669	FRIDAYS	
Registration Number:	1858259	FRONT ROW	
Registration Number:	3437060	GIVE ME MORE FRIDAY'S	
Registration Number:	3636407	GIVE ME MORE STRIPES	
Serial Number:	86211432	GO OUT BETTER	
Registration Number:	2120962	IN HERE, IT'S ALWAYS FRIDAY	
Registration Number:	2253463		
TRADEMARK			

OP \$1415.00 3435982

Property Type	Number	Word Mark
Registration Number:	4384934	MY FRIDAYS TAB
Registration Number:	4480825	RIGHT PORTION, RIGHT PRICE
Registration Number:	2220903	SHAKE RATTLE AND POUR
Registration Number:	2220902	SHAKE RATTLE AND POUR
Registration Number:	925656	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.
Serial Number:	85585244	TGI FRIDAYS
Registration Number:	4544761	TGI FRIDAYS
Registration Number:	4544763	TGI FRIDAYS
Registration Number:	4548896	TGI FRIDAYS
Registration Number:	4544764	TGI FRIDAYS
Registration Number:	5091411	TGI FRIDAYS
Registration Number:	5095702	TGI FRIDAYS
Registration Number:	5091412	TGI FRIDAYS
Registration Number:	5091413	TGI FRIDAYS
Registration Number:	4656922	TGI FRIDAYS
Registration Number:	3680711	TGIF
Registration Number:	3887359	THANK GOD IT'S FRIDAY'S

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:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, LTD**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168768
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	03/03/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of March 2, 2017 (this "Release"), is made by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH** (the "Assignor"), in its capacity as administrative agent under that certain First Lien Credit Agreement dated as of July 15, 2014 (as amended by Amendment No. 1 to Credit Agreement, dated as of April 20, 2015 and as further amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of TGI Friday's of Minnesota, Inc. (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are parties to (i) that certain First Lien Security Agreement, dated as of July 15, 2014 (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of July 15, 2014, in respect of the Security Agreement (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties a continuing security interest in and Lien on the Assignee's right, title and interest in and to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by the Assignee or in which the Assignee now has or at any time hereafter owned or acquired by the Assignee or in which the Assignee now has or at any time in the future may own or acquire any right, title, or interest (collectively, the "Trademark Collateral");

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter 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 Assignee including any of the foregoing listed in Schedule 1 hereto; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule 1 hereto;
- (ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Assignee or that the Assignee otherwise has the right to license, or granting to the Assignee any right to use any Trademark now or hereafter owned by any third party, and all rights of the Assignee 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;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on July 15, 2014 on Reel 5322, Frame 0888; and

WHEREAS, the Assignee desires that the Assignor terminate and release its continuing security interest in and Lien on the Assignee’s right, title and interest in and to the Trademark Collateral, and the Assignor has duly authorized the execution and performance of this Release.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided by reference in the Credit Agreement, Security Agreement and Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

SECTION 2. *Release of Security Interest in Trademark Collateral.* The Assignor hereby terminates, relinquishes, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in and Lien on all of the Assignee’s right, title and interest in, to and under the Trademark Collateral, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. *Recordation of Release.* The Assignor hereby authorizes the Assignee, or the Assignee’s authorized representative or representatives, as the case may be, to record this Release with the USPTO and any other applicable governmental office or agency. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Security Interest in Trademark Collateral; it being understood that such recordation shall be at the Assignee’s sole expense. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or their agents or designees) reasonably request (at the Assignee’s sole cost and expense) in order to confirm this Release and the Assignee’s right, title and interest in, to and under the Trademark Collateral.

SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Collateral shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5. *Delivery.* Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF this Release of Security Interest in Trademark Collateral has been duly executed as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Assignor

By: _____

Name:

Title:

**MIKHAIL FAYBUSOVICH
AUTHORIZED SIGNATORY**

By: _____

Name:

Title:

**Nicholas Goss
Authorized Signatory**

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 006001 FRAME: 0234**

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK SECURITY AGREEMENT
DATED AS OF JULY 15, 2014

USPTO RECORDATION ON JULY 15, 2014 AT REEL/FRAME 5322/0888

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	4,684,669	2/10/2015	REGISTERED
UNITED STATES	EVERYONE COULD USE MOREFRIDAY'S	78/439,318	6/22/2004	3,133,940	8/22/2006	REGISTERED
UNITED STATES	FASTFRIDAYS	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	4,681,669	2/3/2015	REGISTERED
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			ABANDONED
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 [new logo]	78/799,050	1/25/2006	3,518,280	10/14/2008	REGISTERED
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 FRiDAY'S and Design (6- Stripe)	85/585,244	3/30/2012			ABANDONED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,306	3/27/2013	4,544,761	6/3/2014	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,326	3/27/2013	4,544,763	6/3/2014	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,334	3/27/2013	4,548,896	6/10/2014	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,342	3/27/2013	4,544,764	6/3/2014	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,358	3/27/2013	5,091,411	11/29/2016	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,371	3/27/2013	5,095,702	12/6/2016	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,380	3/27/2013	5,091,412	11/29/2016	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,385	3/27/2013	5,091,413	11/29/2016	REGISTERED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,394	3/27/2013	4,656,922	12/16/2014	REGISTERED
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