

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546327

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|-----------------------------------|-------------------------------------|----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 10/22/2019 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Perkins & Marie Callender's, LLC | | |
| Street Address: | 6075 Poplar Avenue | | |
| Internal Address: | Suite 800 | | |
| City: | Memphis | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 38119 | | |
| 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 | | | |
| TRADEMARK | | | |

Fax Number:

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.

Email: aheffler@paulweiss.com, lfranco@paulweiss.com,
aspoto@paulweiss.com

Correspondent Name: Andrew J. Heffler

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

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|--------------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 21136-024 |
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|---------------------------|-------------------|
| NAME OF SUBMITTER: | Andrew J. Heffler |
|---------------------------|-------------------|

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|-------------------|---------------------|
| SIGNATURE: | /Andrew J. Heffler/ |
|-------------------|---------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 10/23/2019 |
|---------------------|------------|

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 22, 2019 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Perkins & Marie Callender's, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Postpetition Security Agreement dated as of August 7, 2019 (as amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("USPTO") on August 8, 2019 at Reel 6715 Frame 0877 ("Notice").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to solely the Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) 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.

IN WITNESS WHEREOF, the Administrative 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.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Lee F. Booth

Name: Lee F. Booth

Title: Assistant Vice President

Schedule A

U.S. Trademarks Subject to Security Interest
 Granted by Perkins & Marie Callender's, LLC
 In Favor of Bank of America, N.A., as Administrative Agent
 Recorded August 8, 2019 at Reel 6715 Frame 0877

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 |