

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT RF 6556/0453		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lion Fund, L.P.		03/06/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Hurricane AMT, LLC		
Street Address:	1800 Old Okeechobee Road		
Internal Address:	Suite 100		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33409		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87426063	BTW BURGERS+TACOS+WINGS	
Serial Number:	76663517	HURRICANE GRILL AND WINGS	
Serial Number:	76663522	HURRICANE GRILL AND WINGS	
Serial Number:	76663523	HURRICANE GRILL AND WINGS	
Serial Number:	76647935	HURRICANE GRILL · WINGS	
Serial Number:	87524683	HURRICANE DOCKSIDE GRILL	
Serial Number:	86842629	HURRICANE BTW	
Serial Number:	86842678	HURRICANE BURGERS. TACOS. WINGS.	
Serial Number:	86607416	HURRICANE SPORTS GRILL	
Serial Number:	86489042	HURRICANE 2 GO	
Serial Number:	86482867	ESCAPE WITH FLAVOR	
Serial Number:	86125005	HURRICANE DOCKSIDE GRILL	
Serial Number:	86125060	HURRICANE TRACKER	
Serial Number:	86125210	HURRICANE 2 GO	
Serial Number:	86070104	HURRICANE	
Serial Number:	77955579	LIVE WITH FLAVOR	
Serial Number:	77955614	HURRICANE GRILL & WINGS	

CH \$465.00 87426063

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86487950	HURRICANE WINGS
CORRESPONDENCE DATA		
Fax Number:	2127514864	
<i>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.</i>		
Phone:	2129061209	
Email:	JESSICA.BAJADA-SILVA@LW.COM	
Correspondent Name:	Latham & Watkins LLP C/O J. Bajada-Silva	
Address Line 1:	885 Third Ave	
Address Line 4:	New York, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	050739-0020	
NAME OF SUBMITTER:	Jessica Bajada-Silva	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	03/13/2020	
Total Attachments: 5		
source=FatBrands - Trademark Release - Lion Fund to Hurricane AMT [Executed]#page1.tif		
source=FatBrands - Trademark Release - Lion Fund to Hurricane AMT [Executed]#page2.tif		
source=FatBrands - Trademark Release - Lion Fund to Hurricane AMT [Executed]#page3.tif		
source=FatBrands - Trademark Release - Lion Fund to Hurricane AMT [Executed]#page4.tif		
source=FatBrands - Trademark Release - Lion Fund to Hurricane AMT [Executed]#page5.tif		

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of March 6, 2020, is made by The Lion Fund, L.P., a Delaware limited partnership with an address at 17802 IH 10 West, Suite 400, San Antonio, Texas, 78257, as collateral agent for the Lenders (in such capacity, the “Collateral Agent”) in favor of Hurricane AMT, LLC, a Florida limited liability company with an address at 1800 Old Okeechobee Road, Suite 100, West Palm Beach, FL 33409 (“Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties to a Loan and Security Agreement dated as of February 1, 2019 (as may have been amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, as required by the Loan Agreement, the Grantor and the Collateral Agent entered into a Trademark Security Agreement, dated as of February 1, 2019 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on February 8, 2019 at Reel/Frame 6556/0453;

WHEREAS, pursuant to the Loan Agreement and the Trademark Security Agreement, the Grantor pledged and granted to, and agreed that the Collateral Agent had, for the benefit of the Lenders, a first priority continuing lien on and security interest (the “Security Interest”) in all of the following in which the Grantor had any right, title and interest (collectively, the “Trademark Collateral”): all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (but excluding any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law); and

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby releases, terminates and discharges its Security Interest in the Trademark Collateral, and hereby re-assigns to the Grantor any right, title or interest the Collateral Agent may have in the Trademark Collateral, in each case without recourse to, or representation or warranty by, the Collateral Agent.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office.

THE VALIDITY OF THIS RELEASE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the date above.

THE LION FUND, L.P.,
as Collateral Agent


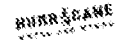
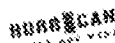
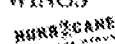


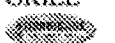
By: B. Lewis
Name: Bruce Lewis
Title: Authorized Signatory



SCHEDULE A

to

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
BTW BURGERS+TACOS+WINGS 	87426063 26-APR-2017		Pending
HURRICANE GRILL AND WINGS 	76663517 24-JUL-2006	3462829 08-JUL-2008	Registered
HURRICANE GRILL AND WINGS 	76663522 24-JUL-2006	3470017 22-JUL-2008	Registered
HURRICANE GRILL AND WINGS 	76663523 24-JUL-2006	3502128 16-SEP-2008	Registered
HURRICANE GRILL - WINGS 	76647935 04-OCT-2005	3547215 16-DEC-2008	Registered
HURRICANE DOCKSIDE GRILL	87524683 12-JUL-2017	5406345 20-FEB-2018	Registered
HURRICANE BTW	86842629 08-DEC-2015		Pending Intent to Use
HURRICANE BURGERS. TACOS. WINGS.	86842678 08-DEC-2015	5312075 17-OCT-2017	Registered
HURRICANE SPORTS GRILL	86607416 23-APR-2015	5241960 11-JUL-2017	Registered
HURRICANE 2 GO 	86489042 23-DEC-2014	4798859 25-AUG-2015	Registered
HURRICANE WINGS	86487950 22-DEC-2014	4965610 24-MAY-2016	Registered
ESCAPE WITH FLAVOR	86482867 17-DEC-2014	4961120 17-MAY-2016	Registered
HURRICANE DOCKSIDE GRILL 	86125005 21-NOV-2013	4529675 13-MAY-2014	Registered
HURRICANE TRACKER	86125060 21-NOV-2013	4522087 29-APR-2014	Registered

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
HURRICANE 2 GO 	86125210 21-NOV-2013	4529677 13-MAY-2014	Registered
HURRICANE	86070104 20-SEP-2013	4521735 29-APR-2014	Registered
LIVE WITH FLAVOR	77955579 10-MAR-2010	3903023 11-JAN-2011	Registered
HURRICANE GRILL & WINGS 	77955614 10-MAR-2010	3910184 25-JAN-2011	Registered