505497696 05/29/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5544500

SUBMISSION TYPE:		NEW ASSIGNMENT						
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST						
CONVEYING PARTY	DATA	-						
		Name	Execution Date					
POPEYES LOUISIANA	A KITCHEN, IN	NC.	04/02/2019					
RECEIVING PARTY D	ΑΤΑ							
Name:	COOKING	COOKING SOLUTIONS GROUP, INC.						
Street Address:	1307 N. W	1307 N. WATTERS RD.						
Internal Address:	SUITE 180	SUITE 180						
City:	ALLEN							
State/Country:	TEXAS	TEXAS						
Postal Code:	75013	75013						
PROPERTY NUMBER	S Total: 5							
Property Type		Number						
Patent Number: 6182		32561						
Patent Number: 6209		9536						
Patent Number: 6364		64120						
Patent Number: 6405)5738						
Patent Number:	641	4283						
•	(31) be sent to the	2)321-4299 e e-mail address first; if that is that is unsuccessful, it will be	,					
Phone:	-	23214200						
Email:		ssignments@brinksgilson.com,	sxsmith@brinksgilson.com,					
5		numaker@brinksgilson.com EPHEN C. SMITH						
1		IKS GILSON & LIONE						
Address Line 2:		B 10395						
Address Line 4:	СН	CHICAGO, ILLINOIS 60611						
ATTORNEY DOCKET	NUMBER:	16005-1844-46-47-48-49						
NAME OF SUBMITTER:		STEPHEN C. SMITH						
NAME OF SUBMITTER	[]							
NAME OF SUBMITTER SIGNATURE:	í:	/Stephen C. Smith/						

Total Attachments: 4 source=PopeyesIPRelease#page1.tif source=PopeyesIPRelease#page2.tif

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> PATENT REEL: 049304 FRAME: 0823

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release"), effective April 1, 2019 is made and entered into by and between Popeyes Louisiana Kitchen, Inc., formerly known as AFC Enterprises, Inc., (the "Secured Party") and Cooking Solutions Group, Inc., as successor in interest to Ultrafryer Systems, Inc. (the "Debtor").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 1, 2000 (the "Asset Purchase Agreement") by and between the Secured Party and the Debtor, that certain Note and Credit Agreement dated as of June 2, 2000 by and between the Secured Party and the Debtor ("Note and Credit Agreement"), that certain Security Agreement dated as of June 1, 2000 by and between the Secured Party and the Debtor ("Security Agreement"), and that certain Intellectual Property Security Agreement dated as of June 1, 2000 (the "IP Security Agreement" and, together with the Note and Credit Agreement and Security Agreement, the "Credit and Security Agreements")) by and between the Secured Party and the Debtor, Debtor granted Secured Party a security interest in all of its assets, including the Intellectual Property, as defined below;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002192, Frame 0350 on February 9, 2001; and

WHEREAS, Debtor has fulfilled its obligations under the Asset Purchase Agreement and the Credit and Security Agreements, and Secured Party wishes to enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the Intellectual Property pursuant to the Credit and Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. <u>Release of Security Interest</u>. Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Credit and Security Agreements and the Asset Purchase Agreement in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the Debtor's Intellectual Property (as defined in the Asset Purchase Agreement) including the following (collectively, the "Intellectual Property"):

(a) the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(c) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. <u>Further Assurances</u>. Secured Party agrees to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Popeyes Louisiana Kitchen, Inc., formerly known as AFC ENTERPRISES, INC.

as Secured Party

By:

Name: Vicente Tome Title: Head of Legal

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On the SECOND day of APRIL, 2019, before me personally appeared VICENTE TOME, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the HEAD OF LEGAL of Popeyes Louisiana Kitchen, Inc., formerly known as AFC ENTERPRISES, INC., the corporation described, and acknowledged the instrument to be the free act and deed of Popeyes Louisiana Kitchen, Inc., formerly known as AFC ENTERPRISES, INC., for the uses and purposes mentioned in the instrument.

Kupto Rang

Printed Name:

My Commission Expires:



KRYSTAL RAMIREZ Commission # GG 132085 Expires August 7, 2021 Bonded Thru Budget Notary Scritces

SCHEDULE 1

PATENTS

Patents

1

Title	Jurisdictio n	Patent Number	Issue Date	Record Owner
Vat Bottom Configuration for Deep Fryer	United States	6,182,561	2/6/2001	Cooking Solutions Group, Inc.
Venturi Apparatus for Deep Fryer	United States	6,209,536	4/3/2001	Cooking Solutions Group, Inc.
Filter Tub Assembly for Deep Fryer	United States	6,364,120	4/2/2002	Cooking Solutions Group, Inc.
Spray Cleaning Apparatus for Deep Fryer	United States	6,405,738	6/18/2002	Cooking Solutions Group, Inc.
Closed Loop Heating Control for Food Warmer	United States	6,414,283	7/2/2002	Cooking Solutions Group, Inc.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdictio n	Registration Number	Registration Date	[Record Owner]
ULTRASTAT 21	United States	2443643	4/17/2001	Cooking Solutions Group, Inc.
ULTRAFRYER SYSTEMS	United States	2529937	1/15/2002	Cooking Solutions Group, Inc.

RECORDED: 05/29/2019