

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5682861

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|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WILMINGTON TRUST, NATIONAL ASSOCIATION | 06/08/2018 |
| RECEIVING PARTY DATA | |
| Name: | THE QUIZNO'S MASTER LLC |
| Street Address: | PO BOX 6340 |
| City: | DENVER |
| State/Country: | COLORADO |
| Postal Code: | 80206 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | D467460 |
| Patent Number: | D467797 |
| Patent Number: | 7193184 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 3032958552 |
| Email: | mdlanger@hollandhart.com |
| Correspondent Name: | MARK D. LANGER |
| Address Line 1: | P.O. BOX 8749 |
| Address Line 2: | ATTENTION: MARK D. LANGER |
| Address Line 4: | DENVER, COLORADO 80201 |
| NAME OF SUBMITTER: | MARK D. LANGER |
| SIGNATURE: | /Mark D. Langer/ |
| DATE SIGNED: | 08/22/2019 |
| Total Attachments: 5 | |
| source=Release to Wilmington 2014 Intellectual Property Security Agreement (Executed)[10948777v6]#page1.tif | |
| source=Release to Wilmington 2014 Intellectual Property Security Agreement (Executed)[10948777v6]#page2.tif | |
| source=Release to Wilmington 2014 Intellectual Property Security Agreement (Executed)[10948777v6]#page3.tif | |
| source=Release to Wilmington 2014 Intellectual Property Security Agreement (Executed)[10948777v6]#page4.tif | |

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), is made and effective as of June 8, 2018 and granted by Wilmington Trust, National Association, as administrative agent (in such capacity, the “Administrative Agent”) for the secured parties under the Credit Agreement referred to below (the “Secured Parties”), in favor of The Quizno’s Master LLC (on its behalf and as successor-in-interest to QIP Holder LLC, the “Grantor”).

WHEREAS, certain affiliates of the Grantor, the Administrative Agent, and certain lender parties entered into that certain Second Amended and Restated Credit Agreement, dated as of June 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Administrative Agent (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2014, made by and between, *inter alia*, the Grantor and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Collateral Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of June 30, 2014 (the “Intellectual Property Security Agreement” and, together with the Collateral Agreement, the “Security Agreements”);

WHEREAS, pursuant the Security Agreements, the Grantor pledged and granted to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in and to the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement) of the Grantor;

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office at Reel 005312/Frame 0838 on June 30, 2014 with regard to trademarks, and at Reel 033258/Frame 0285 on June 30, 2014 with regard to patents;

WHEREAS, the Grantor intends to dispose of certain intellectual property assets as part of that certain Agreement for Purchase and Sale of Assets, dated April 30, 2018 (the “Asset Purchase Agreement”), among the Grantor, as seller, and the other parties thereto;

WHEREAS, pursuant to Section 9.17 of the Credit Agreement, the Grantor desires that the Administrative Agent terminate and release its security interest in, to and under all Intellectual Property Collateral that constitutes a Purchased Asset (as defined in the Asset Purchase Agreement) (the “Released IP Collateral”); and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Released IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges any and all security interests that it has, and reassigns to the Grantor (without representation or warranty by, or recourse to, the Administrative Agent of any kind or nature) any and all right, title and interest that it may have, in, to and under the Released IP Collateral, including the issued patents and trademark registrations set forth on Schedule 1.
2. Further Assurances. At the Grantor's sole cost and expense, Administrative Agent agrees to execute, acknowledge, procure and deliver to the Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and to confirm the Grantor's (or its assignees') right, title and interest in and to the Released IP Collateral.
3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

[Signature page follows]

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

**WILMINGTON TRUST,
NATIONAL ASSOCIATION**
as Administrative Agent

By: _____

Name:  Jeffery Rose
Title: Vice President

[Signature Page to Wilmington Release of Security Interest in IP]

PATENT
REEL: 050140 FRAME: 0976

SCHEDULE 1

U.S. Patents

| Registration Number / Date | Owner | Description | App. No. / Date |
|--------------------------------|--|--|-------------------------------|
| D467, 460 December 24, 2002 | The Quizno's Master LLC (as successor-in-interest to QIP Holder LLC) | Q-Straw | D/151,880 October 26, 2001 |
| D467, 797 December 31, 2002 | The Quizno's Master LLC (as successor-in-interest to QIP Holder LLC) | Meal Tray | D/151,924 October 26, 2001 |
| 7,193,184 March 20, 2007 | The Quizno's Master LLC (as successor-in-interest to QIP Holder LLC) | Impingement Oven with Radiant Heating | 11/102,353 April 7, 2005 |

U.S. Trademarks

| Owner | Mark | Application Serial No. | Registration No. |
|----------------------------|---|---------------------------|------------------|
| THE QUIZNO'S MASTER LLC | BATCH 83 | 78530066 | 3020912 |
| THE QUIZNO'S MASTER LLC | CHOOSE 2 | 77615608 | 3681380 |
| THE QUIZNO'S MASTER LLC | EAT TOASTY Q BE GREEN DO YOURPART (Design) | 77892632 | 3932245 |
| THE QUIZNO'S MASTER LLC | GO FO YO | 85643885 | 4366969 |
| THE QUIZNO'S MASTER LLC | MESA VERDE | 77356191 | 3522278 |
| THE QUIZNO'S MASTER LLC | MMMM...TOASTY | 76389519 | 2921118 |
| THE QUIZNO'S MASTER LLC | MMMM...TOASTY | 76389522 | 2892389 |
| THE QUIZNO'S MASTER LLC | MMMMMM...TOASTY | 85343566 | 4087651 |
| THE QUIZNO'S MASTER LLC | MMMMMM...TOASTY! | 77894121 | 3818262 |
| THE QUIZNO'S MASTER LLC | OVEN TOASTED TASTES BETTER | 76248996 | 2540306 |
| THE QUIZNO'S MASTER LLC | Q KIDZ | 77888046 | 3898869 |
| THE QUIZNO'S MASTER LLC | Q Logo | 77058368 | 3279229 |

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|-------------------------|--|----------|---------|
| THE QUIZNO'S MASTER LLC | Q Logo | 76315132 | 2722381 |
| THE QUIZNO'S MASTER LLC | Q Logo | 76315131 | 2714443 |
| THE QUIZNO'S MASTER LLC | Q Logo | 77582691 | 3615804 |
| THE QUIZNO'S MASTER LLC | Q Logo | 77582689 | 3615802 |
| THE QUIZNO'S MASTER LLC | Q Logo | 78329812 | 2945298 |
| THE QUIZNO'S MASTER LLC | Q TO GO | 85400676 | 4131419 |
| THE QUIZNO'S MASTER LLC | QUIZNOS | 77582678 | 3615801 |
| THE QUIZNO'S MASTER LLC | QUIZNOS | 77582670 | 3615799 |
| THE QUIZNO'S MASTER LLC | QUIZNOS | 76382249 | 2728066 |
| THE QUIZNO'S MASTER LLC | QUIZNOS | 78498191 | 3013409 |
| THE QUIZNO'S MASTER LLC | QUIZNOS | 77058344 | 3279228 |
| THE QUIZNO'S MASTER LLC | QUIZNO'S | 73481233 | 1317421 |
| THE QUIZNO'S MASTER LLC | QUIZNO'S (and Design) | 74191042 | 1716834 |
| THE QUIZNO'S MASTER LLC | QUIZNOS DELIVERY(Stylized) | 77549586 | 3564673 |
| THE QUIZNO'S MASTER LLC | QUIZNOS SUB | 77603498 | 3616010 |
| THE QUIZNO'S MASTER LLC | QUIZNOS SUB (Stylized) | 78498283 | 3013410 |
| THE QUIZNO'S MASTER LLC | QUIZNOS SUB (Stylized) | 78242301 | 2843107 |
| THE QUIZNO'S MASTER LLC | QUIZNO'S SUBS OVEN BAKED CLASSICS (AND DESIGN) | 75446487 | 2228680 |
| THE QUIZNO'S MASTER LLC | TOASTY | 76389520 | 2971338 |
| THE QUIZNO'S MASTER LLC | TOASTY | 76389521 | 2901076 |
| THE QUIZNO'S MASTER LLC | TOASTY FAVORITES | 85120776 | 4050501 |
| THE QUIZNO'S MASTER LLC | TOASTY.TV | 86234224 | 4624810 |