

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT118285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Sagard Holdings Manager LP, as Administrative Agent	02/07/2024
RECEIVING PARTY DATA	
Company Name:	Potbelly Sandwich Works, LLC
Street Address:	111 N. Canal Street, Suite 325
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	6060
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9442467
CORRESPONDENCE DATA	
Fax Number:	6175236850
<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:	6175232700
Email:	susan.dinicola@hklaw.com,amir.saboorian@hklaw.com
Correspondent Name:	Susan C DiNicola
Address Line 1:	Holland & Knight LLP
Address Line 2:	10 St. James Avenue
Address Line 4:	Boston , MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	169037.00010
NAME OF SUBMITTER:	Susan DiNicola
SIGNATURE:	Susan DiNicola
DATE SIGNED:	02/09/2024
Total Attachments: 3	
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of February 7, 2024 (this "Release"), is made by Sagard Holdings Manager LP, as Administrative Agent (in such capacity, the "Agent") in favor of Potbelly Sandwich Works, LLC, an Illinois limited liability company (the "Grantor"). All capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to them in the Patent Security Agreement, whether directly therein, or by reference to another agreement.

WHEREAS, reference is made to (a) the Credit and Guaranty Agreement, dated as of February 7, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Potbelly Corporation, a Delaware corporation, as Borrower, the Grantor, as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Sagard Holdings Manager LP, as Administrative Agent, and (b) the Security and Pledge Agreement, dated as of February 7, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and Agent;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered in favor of the Agent that certain Grant of Security Interest in Patents, dated as of February 7, 2023 (the "Patent Security Agreement"), which was recorded in the United States Patent and Trademark Office (the "USPTO") on February 14, 2023 at Reel 062697, Frame 0608;

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, the Grantor granted and pledged to the Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Collateral, including the Patents listed on Schedule A attached hereto (the "Patent Collateral"); and

WHEREAS, the Grantor and the Agent desire that the Agent terminate its Security Interest in the Patent Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (a) terminates the Patent Security Agreement, (b) irrevocably terminates, cancels, discharges, and releases the Security Interest in the Patent Collateral, and (c) re-assigns to the Grantor any right, title or interest it may have in the Patent Collateral, in each case without recourse to the Agent or representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Patent Collateral) is hereby authorized to record this Release with the USPTO at the Grantor's expense.

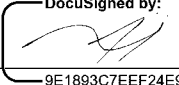
[Signature Page Follows]

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

SAGARD HOLDINGS MANAGER LP, as
Administrative Agent

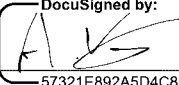
By: Sagard Holdings Manager GP Inc.

Its: General Partner

By: 
DocuSigned by:
9E1893C7EEF24E9...

Name: Michaël Hassan

Title: General Counsel & Secretary, Managing Director

By: 
DocuSigned by:
57321E892A5D4C8...

Name: Adam Vigna

Title: Chief Investment Officer

Schedule A
PATENTS

Application No.	Filing Date	Patent No.	Issued Date	Title
13/756,529	January 31, 2013	9442467	September 13, 2016	EVENT TRIGGERED DATA LOCKBOX CAPABLE OF ANONYMOUS REVELATION