

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		06/06/2013	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Johnny Rockets Licensing, LLC
Street Address:	20 Enterprise
Internal Address:	Suite 300
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1436052	JOHNNY ROCKETS
Registration Number:	3139461	JOHNNY ROCKETS ROCKET KIDS
Registration Number:	2871302	JOHNNY ROCKETS ROCKET KIDS
Registration Number:	2672109	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	2672110	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1951318	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1448387	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1522028	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1740033	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1436053	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	2121050	"RED RED SAUCE"
Registration Number:	2726750	ROCKET DOUBLE
Registration Number:	3175266	ROCKET KIDS ROCKET READER

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Registration Number:	3175267	ROCKET KIDS ROCKET READER
Registration Number:	3063291	ROCKET POUNDER
Registration Number:	2723665	ROCKET RETAIL
Registration Number:	3063349	ROCKET SALAD
Registration Number:	2726751	ROCKET SINGLE
Registration Number:	3468707	ROCKET TRIPLE
Registration Number:	3063348	ROCKET WINGS
Registration Number:	2129076	STREAMLINER
Registration Number:	3772336	WHERE THE GOOD TIMES ROLL

CORRESPONDENCE DATA

Fax Number: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1302
NAME OF SUBMITTER:	Melissa Karp (014951-1302)
Signature:	/kc for mk/
Date:	06/07/2013

Total Attachments: 5
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of June 6, 2013 and granted by GOLDMAN SACHS BANK USA (the "**Collateral Agent**"), located at 6011 Connection Drive, Irving, Texas 75039, as collateral agent for certain secured parties (the "**Secured Parties**"), in favor of JOHNNY ROCKETS LICENSING, LLC, a California limited liability company (the "**Grantor**").

WHEREAS, Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of October 12, 2011 (the "**Trademark Security Agreement**");

WHEREAS, pursuant the Trademark Security Agreement, Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in and to the Trademarks (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 4640/Frame 0857 on October 13, 2011 with docket no. 6262.007; and

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

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

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to any and all right, title and interest in and to the Trademarks (including, without limitation, the trademarks listed on Schedule A hereto) , whether presently existing or hereafter acquired, and all other right, title, and interest in and to the Trademarks (and all proceeds and products thereof) and reassigns to the Grantor any and all such right, title and interest that it may have in and to the Trademarks (and all proceeds and products thereof).

2. Further Assurances. Collateral Agent agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademarks.

3. Governing Law. 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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: [Signature]

Name: Stephen W. Hipp

Title: Authorized Signatory

STATE OF ~~NEW YORK~~ Texas)

)SS.

COUNTY OF ~~NEW YORK~~ Dallas)

On the 3rd day of June, 2013, before me, the undersigned, personally came Stephen W. Hipp, to me known to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person on behalf of which the individual acted executed the instrument.

[Signature]

Notary Public

(Stamp)



Schedule A to Trademark Security Agreement

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
JOHNNY ROCKETS	1,436,052	4/7/1987
JOHNNY ROCKETS ROCKET KIDS	3,139,461	9/5/2006
JOHNNY ROCKETS ROCKET KIDS and Design	2,871,302	8/10/2004
JOHNNY ROCKETS SPORTS LOUNGE*	none	none
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (with circle)	2,672,109	1/7/2003
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (with circle)	2,672,110	1/7/2003
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (with circle)	1,951,318	1/23/1996
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,448,387	7/21/1987
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,522,028	1/24/1989
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,740,033	12/15/1992
JOHNNY ROCKETS THE ORIGINAL HAMBURGER and Design (without circle)	1,436,053	4/7/1987
RED RED SAUCE	2,121,050	12/16/1997
ROCKET DOUBLE	2,726,750	6/17/2003
ROCKET KIDS ROCKET READER	3,175,266	11/21/2006
ROCKET KIDS ROCKET READER and Design	3,175,267	11/21/2006
ROCKET POUNDER	3,063,291	2/28/2006
ROCKET RETAIL	2,723,665	6/10/2003

* Application Number: 77/496,496 and Application Date: 6/11/2008.

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
ROCKET SALAD	3,063,349	2/28/2006
ROCKET SINGLE	2,726,751	6/17/2003
ROCKET TRIPLE	3,468,707	7/15/2008
ROCKET WINGS	3,063,348	2/28/2006
STREAMLINER	2,129,076	1/13/1998
WHERE THE GOOD TIMES ROLL	3,772,336	4/6/2010