

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		09/14/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	TooJay's Management LLC		
Street Address:	3654 Georgia Ave.		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33405		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1291553	TOOJAY'S	
Registration Number:	1812521	TOOJAY'S ORIGINAL GOURMET DELI	
Registration Number:	2373024	TOOJAY' S	
Registration Number:	2373025		
Registration Number:	2373026	TOOJAY'S	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	384593-7		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	09/15/2015		

CH \$140.00 1291553

Total Attachments: 4

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TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of September 14, 2015, by ANTARES CAPITAL LP, as successor by assignment as Agent (“**Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, Agent and TooJay’s Management LLC, a Florida limited liability company (“**Grantor**”), were parties to that certain Trademark Security Agreement dated as of October 7, 2013 (the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Administrative Agent in, among other things, the Trademark Collateral (as defined in the Security Agreement) as security for certain obligations owing by Credit Parties to the financial institutions (collectively, the “**Lenders**”) from time to time party to that certain Credit Agreement, dated as of October 7, 2013, by and among Grantor, the other Credit Parties party thereto, Agent, the L/C Issuers and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademark Collateral set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on October 7, 2013 at Reel 5126, Frame 0301; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in and to all of the following:
 - a. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto (provided that no security interest shall be granted in any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed));
 - b. all renewals and extensions of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

c. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Administrative Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

3. Agent agrees that it shall execute all other documents and do all other acts necessary to terminate the Security Agreement and effect the release of such right, title and interest to Grantor, at the sole cost and expense of Grantor.

4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: MMehra
Name: MEENAL MEHTA
Title: VICE PRESIDENT

SCHEDULE 1

REGISTERED TRADEMARKS

Registration Number	Registration Date	Owner	Jurisdiction	Description of Service Mark	Licenses or other rights granted by Grantor
1,291,553	Aug. 21, 1984	TooJay's Management LLC	USA	TooJay's (words)	None
1,812,521	Dec. 21, 1993	TooJay's Management LLC	USA	TooJay's Original Gourmet Deli logo	None
2,373,024	Aug. 1, 2000	TooJay's Management LLC	USA	TooJay's (words)	None
2,373,025	Aug. 1, 2000	TooJay's Management LLC	USA	Logo of two birds	None
2,373,026	Aug. 1, 2000	TooJay's Management LLC	USA	TooJay's logo	None

TRADEMARK APPLICATIONS

None

IP LICENSES

None