

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP, as Agent		05/03/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mama Rosa's, LLC		
<b>Street Address:</b>	1910 Fair Road		
<b>City:</b>	Sydney		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45365		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3502628	LEAN LIFESTYLE	
<b>Registration Number:</b>	2913430	LUNCH AROUND	
<b>Registration Number:</b>	1879961	MAMA ROSA'S	
<b>Registration Number:</b>	1493392	MAMA ROSA'S	
<b>Registration Number:</b>	2428472	MAMA ROSA'S BY THE SLICE	
<b>Registration Number:</b>	2409419	MINI MAMA'S	
<b>Registration Number:</b>	1896371	OLD ITALIAN BRAND	
<b>Registration Number:</b>	1478896	OUR OLD ITALIAN BRAND	
<b>Serial Number:</b>	85218357	BABY MAMA'S	
<b>Serial Number:</b>	85172747	PIZZA GRILLERS	
<b>Serial Number:</b>	85106177	VIRGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		

OP \$290.00 3502628

**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**NAME OF SUBMITTER:** Linda Kastner

**SIGNATURE:** /lk/

**DATE SIGNED:** 05/03/2016

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), dated as of May 3, 2016, is made by ANTARES CAPITAL LP, as Agent for the Lenders (in such capacity, "Agent"), in favor of MAMA ROSA'S, LLC (formerly known as MR Opco, LLC), a Delaware limited liability company ("Grantor"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement dated as of August 1, 2011 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, as Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Antares Capital LP (successor to General Electric Capital Corporation ("GECC")), for itself and as Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of August 1, 2011 (the "Security Agreement"), a lien on and security interest in (the "Security Interest") certain collateral, including the Trademark Collateral (as hereinafter defined), was granted by Grantor to the Agent, and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office (the "USPTO"), the Borrower entered into that certain Trademark Security Agreement, dated as of August 1, 2011 (the "Trademark Security Agreement"), in favor of Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the USPTO on August 9, 2011, at Reel 4601, Frame 0226;

WHEREAS, a Trademark Assignment was recorded in the Trademark Division of the USPTO on November 24, 2014 at Reel 5406, Frame 0569, for the purpose of changing the name of Grantor from Mr. Opco, LLC to Mama Rosa's, LLC;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares Capital LP, as Successor Agent, Retiring Agent assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent;

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 29, 2015, at Reel 5632, Frame 0977; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest in, to and under the Collateral listed on Schedule 1 hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Grantor, and its successors and assigns to the Trademark Collateral, the security interest in the Trademark Collateral and any and right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.

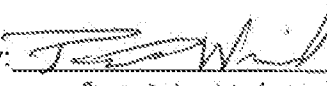
5. Further Assurances. From time to time after the date hereof, upon Grantor’s reasonable request, Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent’s security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor’s sole cost and expense).

6. Governing Law. 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.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

**ANTARES CAPITAL LP,**  
as Agent

By:   
Name: Patrick Williams  
Title: Duly Authorized Signatory

**SCHEDULE I**

<b>TRADEMARK COLLATERAL</b>	<b>REGISTRATION/APPLICATION NUMBER</b>
LEAN LIFESTYLE	3502628
LUNCH AROUND	2913430
MAMA ROSA'S	1879961
MAMA ROSA'S	1493392
MAMA ROSA'S BY THE SLICE	2428472
MINI MAMA'S	2409419
OLD ITALIAN BRAND	1896371
OUR OLD ITALIAN BRAND	1478896
BABY MAMA'S	85218357
PIZZA GRILLERS	85172747
VIRGA	85106177
Myrna Rae, LLC License Agreement, dated September 28, 2010, between Myrna Rae, LLC and	N/A

Mama Rosa's Pizza, Inc.	
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**RECORDED: 05/03/2016**

**TRADEMARK**  
**REEL: 005783 FRAME: 0638**