

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/22/2019	National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	FRIENDLY'S MANUFACTURING AND RETAIL, LLC
<b>Street Address:</b>	2711 North Haskell Avenue
<b>Internal Address:</b>	Suite 3400
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75204
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	74055140	FORBIDDEN CHOCOLATE
Serial Number:	73061201	FRIENDLY
Serial Number:	73045450	FRIENDLY
Serial Number:	73052896	FRIENDLY
Serial Number:	73183030	FRIENDLY FAMILY RESTAURANTS
Serial Number:	73078801	FRIENDLY ICE CREAM
Serial Number:	73783128	FRIENDLY'S
Serial Number:	73783129	FRIENDLY'S
Serial Number:	78407874	NUTS OVER CARAMEL
Serial Number:	74482158	PURELY PISTACHIO
Serial Number:	86554083	ROYAL BANANA SPLIT
Serial Number:	74641310	VIENNA MOCHA CHUNK
Serial Number:	73048689	FRIENDLY FRANK
Serial Number:	73030318	FRIENDLY'S BIG BEEF
Serial Number:	75804057	FRIEND-Z
Serial Number:	76061760	DESSERT CENTER
Serial Number:	78961411	DUTCH FUDGE
Serial Number:	85937815	DUTCH FUDGE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78961412	FRESH & FRIENDLY
Serial Number:	74055525	JUBILEE ROLL
Serial Number:	76061761	ORANGE CREME ROLL
Serial Number:	78631190	SMOOTH CHURNED
Serial Number:	85138666	SUNDAEXTREME
Serial Number:	73394345	WATTAMELON ROLL
Serial Number:	87020923	JIM DANDY

**CORRESPONDENCE DATA**

**Fax Number:** 6785532602

*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.*

**Phone:** 67855323601

**Email:** jimmarl@gtlaw.com

**Correspondent Name:** LaShana C. Jimmar, Paralegal

**Address Line 1:** GREENBERG TRAUIG, LLP

**Address Line 2:** 3333 PIEDMONT ROAD, NE, SUITE 2500

**Address Line 4:** ATLANTA, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	123235.014800
<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
<b>SIGNATURE:</b>	/LaShana C. Jimmar/
<b>DATE SIGNED:</b>	02/25/2019

**Total Attachments: 5**

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**TRADEMARK SECURITY RELEASE AGREEMENT**

This TRADEMARK SECURITY RELEASE AGREEMENT, dated as of February 22, 2019 (the "*Trademark Security Release*"), is executed and delivered by BANK OF AMERICA, N.A., (the "*Collateral Agent*") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below), in favor of FRIENDLY'S MANUFACTURING AND RETAIL, LLC (the "*Grantor*").

WHEREAS, the Grantor, the Lenders and the Collateral Agent have entered into a Credit Agreement dated March 26, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

WHEREAS, the Grantor has become a party to a Pledge and Security Agreement dated March 26, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "*Pledge and Security Agreement*") pursuant to a Pledge and Security Agreement Supplement dated August 22, 2016 and executed by the Grantor;

WHEREAS, pursuant to the Confirmatory Grant of Security Interest in United States Trademarks dated August 22, 2016 between the Grantor and the Collateral Agent (the "*Trademark Confirmatory Grant*"), the Grantor granted to the Collateral Agent a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks (as defined in the Pledge and Security Agreement) now owned or from time to time after the date hereof owned or acquired by Grantor, including the Trademarks set forth on Schedule A attached hereto, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the "*Trademark Collateral*") in conjunction with the security interest granted to Collateral Agent under the Pledge and Security Agreement;

WHEREAS, in accordance with that certain letter Re: Termination of Revolving Credit Facility dated on or about the date of this Trademark Security Release and sent by the Collateral Agent (the "*Release*"), the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Release; and

WHEREAS, the Collateral Agent therefore desires to release its security interest in and to the Grantor's right, title and interest in and to the Trademark Collateral.

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

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release, without recourse, representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Grantor's right, title and interest in and to the Trademark Collateral.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents and any other applicable government officer record this Trademark Security Release.


SECTION 3. Execution in Counterparts. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

SECTION 3. Governing Law. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**BANK OF AMERICA, N.A.** as  
Collateral Agent

By: 

Name: Bridgett J. Manduk Mowry

Title: Vice President

**Schedule A**

<b>Mark</b>	<b>Filing/Reg.Date</b>	<b>Appl./Reg. No.</b>	<b>Status</b>
FORBIDDEN CHOCOLATE	Filing Date 5/2/1990 Reg. Date 5/21/1991	Serial No. 74/055,140 Reg. No. 1,645,426	Registered
FRIENDLY	Filing Date 8/25/1975 Reg. Date 4/5/1977	Serial No. 73/061,201 Reg. No. 1,062,852	Registered
FRIENDLY (SCRIPT)	Filing Date 2/28/1975 Reg. Date 2/3/1976	Serial No. 73/045,450 Reg. No. 1,032,588	Registered
FRIENDLY (SCRIPT)	Filing Date 5/21/1975 Reg. Date 3/29/1977	Serial No. 73/052,896 Reg. No. 1,062,350	Registered
FRIENDLY FAMILY RESTAURANTS (Stylized)	Filing Date 8/21/1978 Reg. Date 7/21/1981	Serial No. 73/183,030 Reg. No. 1,162,271	Registered
FRIENDLY ICE CREAM	Filing Date 3/1/1976 Reg. Date 3/29/1977	Serial No. 73/078,801 Reg. No. 1,062,354	Registered
FRIENDLY'S (BLOCK)	Filing Date 2/27/1989 Reg. Date 5/22/1990	Serial No. 73/783,128 Reg. No. 1,597,640	Registered
FRIENDLY'S (SCRIPT)	Filing Date 2/27/1989 Reg. Date 5/8/1990	Serial No. 73/783,129 Reg. No. 1,595,593	Registered
NUTS OVER CARAMEL	Filing Date 4/26/2004 Reg. Date 8/30/2005	Serial No. 78/407,874 Reg. No. 2,989,284	Registered
PURELY PISTACHIO	Filing Date 1/24/1994 Reg. Date 10/10/1995	Serial No. 74/482,158 Reg. No. 1,925,667	Registered
ROYAL BANANA SPLIT	Filing Date 3/5/2015 Reg. Date 10/27/2015	Serial No. 86/554,083 Reg. No. 4,840,473	Registered
VIENNA MOCHA CHUNK	Filing Date 3/1/1995 Reg. Date 4/30/1996	Serial No. 74/641,310 Reg. No. 1,971,123	Registered
FRIENDLY FRANK	Filing Date 4/7/1975 Reg. Date 5/18/1976	Serial No. 73/048,689 Reg. No. 1,039,803	Registered
FRIENDLY'S BIG BEEF	Filing Date 8/23/1974 Reg. Date 1/13/1976	Serial No. 73/030,318 Reg. No. 1,030,190	Registered
FRIEND-Z	Filing Date 9/20/1999 Reg. Date 9/20/2005	Serial No. 75/804,057 Reg. No. 2,998,509	Registered
DESSERT CENTER	Filing Date 6/2/2000 Reg. Date 9/24/2002	Serial No. 76/061,760 Reg. No. 2,623,028	Registered
DUTCH FUDGE	Filing Date 8/28/2006 Reg. Date 5/15/2007	Serial No. 78/961,411 Reg. No. 3,243,192	Registered

Mark	Filing/Reg.Date	Appl./Reg. No.	Status
DUTCH FUDGE	Filing Date 5/21/2013 Reg. Date 5/6/2014	Serial No. 85/937,815 Reg. No. 4,524,660	Registered
FRESH & FRIENDLY	Filing Date 8/28/2006 Reg. Date 12/4/2007	Serial No. 78/961,412 Reg. No. 3,348,629	Registered
JUBILEE ROLL	Filing Date 5/2/1990 Reg. Date 4/23/1991	Serial No. 74/055,525 Reg. No. 1,642,197	Registered
ORANGE CREME ROLL	Filing Date 6/2/2000 Reg. Date 8/8/2006	Serial No. 76/061,761 Reg. No. 3,125,276	Registered
SMOOTH CHURNED	Filing Date 5/17/2005 Reg. Date 6/20/2006	Serial No. 78/631,190 Reg. No. 3,108,325	Registered
SUNDAEXTREME (block letters)	Filing Date 9/27/2010 Reg. Date 5/24/2011	Serial No. 85/138,666 Reg. No. 3,966,042	Registered
WATTAMELON ROLL	Filing Date 9/29/1982 Reg. Date 1/8/1985	Serial No. 73/394,345 Reg. No. 1,313,682	Registered
JIM DANDY	Filing Date 5/2/2016	Serial No. 87/020,923	Pending