# OP \$65.00 5310228

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM861786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Agent		11/01/2023	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Restaurant Technologies, Inc.	
Street Address: 2250 Pilot Knob Road		
City:	Mendota Heights	
State/Country: MINNESOTA		
Postal Code:	55120	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	5310228	GREASE LOCK	
Registration Number:	6586736	GREASE LOCK	

### **CORRESPONDENCE DATA**

Fax Number:

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: 8645776368

Email: trademarks@parkerpoe.com

**Correspondent Name:** Amy Allen Hinson

Address Line 1: 110 East Court Street, Suite 200 Address Line 4: Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER:	20608-00063
NAME OF SUBMITTER:	Amy Allen Hinson
SIGNATURE:	/aah/
DATE SIGNED:	12/18/2023

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 1, 2023 (the "Effective Date"), is made by Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of April 1, 2022, by and among the Agent and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 1, 2022 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2022 at Reel/Frame 7679/0307;

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, dated November 1, 2023, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule I attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

TRADEMARK REEL: 008291 FRAME: 0042 requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Agent
By: Althorn
Name: Lisa Hanson
Title: Authorized Signatory
RESTAURANT TECHNOLOGIES, INC., as Grantor
By:
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC., as

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent
By:
Title:
RESTAURANT TECHNOLOGIES, INC., as Grantor
By: Juffry K. kiest Nan2FCD32D26107464 Title: President and Chief Executive Officer

# Schedule I Released Trademark Collateral

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Restaurant Technologies, Inc.	Grease Lock	87355272	03/01/2017	5310228	10/17/2017
2.	Restaurant Technologies, Inc.	GREASE LOCK & Design	90339543	11/24/2020	6586736	12/14/2021

**RECORDED: 12/18/2023** 

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