

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSouth Partners SBIC Fund III, L.P., as agent		08/03/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	B&W Quality Growers, LLC		
Street Address:	7798 County Rd 512		
City:	Fellsmere		
State/Country:	FLORIDA		
Postal Code:	32948		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4266962	B & W GOURMET FARMS	
Registration Number:	2019435	B&W	
Registration Number:	4175668	IT'S ALL ABOUT THE FLAVOR	
Registration Number:	2148358	SILVER STAR WATERCRESS	
Registration Number:	4175385	THE SUPER LEAF WATERCRESS RICH IN VITAMI	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	444 W. Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Michael Rostovtsev		
SIGNATURE:	/Michael Rostovtsev/		
DATE SIGNED:	08/04/2017		

CH \$140.00 4266962

Total Attachments: 5

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**RELEASE UNDER
TRADEMARK SECURITY AGREEMENT**

THIS RELEASE UNDER TRADEMARK SECURITY AGREEMENT (“Release”) is made as of August 3, 2017, by and between B&W Quality Growers, LLC, a Florida limited liability company (the “Grantor”) and CapitalSouth Partners SBIC Fund III, L.P., as agent (in such capacity, “Agent”) for the lenders (“Lenders”).

Agent and Grantor previously entered into a Trademark Security Agreement dated as of January 23, 2015 and recorded on February 5, 2015 in the United States Patent and Trademark Office at Reel 5453, Frame 0826 (the “Trademark Security Agreement”), pursuant to which, among other things, the Grantor granted to Agent, for the benefit of Agent and Lenders, a security interest in the “Trademark Collateral” as defined therein to secure its obligations to Agent and Lenders under the Subordinated Loan Agreement (as defined therein).

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Release of Trademark Collateral. Agent hereby releases its lien, security interest and all other rights on the Trademarks, applications and all other intellectual property rights listed in Appendix A hereto, and in all of the Grantor’s rights, title and interest in, to and under the Trademark Collateral as defined in the Trademark Security Agreement, the Subordinated Loan Agreement (as defined in the Trademark Security Agreement), and all other documents or instruments executed and delivered pursuant thereto granting or evidencing a lien in favor of Agent, for the benefit of Lenders, and any right, title or interest of Agent therein shall hereby cease. Agent (or Grantor, as authorized by Agent) shall take all reasonable steps, including the recordation or filing of such instruments or documents as shall be necessary to document or evidence the release by Agent of its lien on the Trademark Collateral. The Grantor shall execute and deliver such instruments or documents as shall be reasonably necessary with respect thereto and shall reimburse Agent for all costs (including reasonable attorneys’ fees) with respect to such documents and the filing or recordation thereof with any governmental agency or jurisdiction as required to document or evidence such release and termination of Agent’s lien on the Trademark Collateral.

2. Counterpart. This Release may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release Under Trademark Security Agreement to be duly executed and delivered as of the date first written above.

B&W-CAPITALA-RELEASE UNDER
TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 006123 FRAME: 0322

"Grantor"

B&W Quality Growers, LLC

By: 
Mark DeLeo
Chief Executive Officer

B&W-CAPITALA-RELEASE UNDER
TRADEMARK SECURITY AGREEMENT

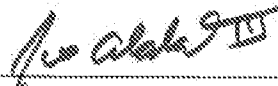
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"Agent"

**CAPITALSOUTH PARTNERS SBIC FUND
III, L.P.**

By: CAPITALSOUTH PARTNERS F-III, LLC,
its General Partner

By: 
Name: Joseph B. Alala, III
Title: President and CEO

APPENDIX A

TRADEMARKS

Grantor	Mark / Application	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Filing Location
B&W Quality Growers, LLC	B&W GOURMET FARMS and Design 	85-489154 (December 7, 2011)	4,266,962 (January 1, 2013)	B&W Quality Growers, LLC	USA
B&W Quality Growers, LLC	B&W and Design 	75-073988 (March 18, 1996)	2,019,435 (November 26, 1996)	B&W Quality Growers, LLC	USA
B&W Quality Growers, LLC	IT'S ALL ABOUT THE FLAVOR	85-492810 (December 12, 2011)	4,175,668 (July 17, 2012)	B&W Quality Growers, LLC	USA
B&W Quality Growers, LLC	SILVER STAR Watercress 	75-192143 (November 4, 1996)	2,148,358 (March 31, 1998)	B&W Quality Growers, LLC	USA
B&W Quality Growers, LLC	THE SUPER LEAF WATERCRESS RICH IN VITAMINS A, C & K FLAVORFUL POWERHOUSE and Design 	85-478573 (November 22, 2011)	4,175,385 (July 17, 2012)	B&W Quality Growers, LLC	USA
B&W Quality Growers, LLC	B&W GOURMET FARMS and Design 	1580482 (June 4, 2012)	TMA851657 (May 27, 2013)	B&W Quality Growers, LLC	Canada

B&W-CAPITALA-RELEASE UNDER
TRADEMARK SECURITY AGREEMENT

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RECORDED: 08/04/2017

TRADEMARK
REEL: 006123 FRAME: 0325