# CH \$40.00 2340;

ETAS ID: TM445581

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/25/2017	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	ISLAMORADA FISH COMPANY, L.L.C.	
Street Address:	2500 East Kearney	
City:	Bloomington	
State/Country:	MISSOURI	
Postal Code:	65898	
Entity Type:	Corporation: MISSOURI	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2340373	ISLAMORADA FISH COMPANY

#### **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 3129932647

**Email:** zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	037494-0067	
NAME OF SUBMITTER:	Zeynep Gieseke	
SIGNATURE:	/zg/	
DATE SIGNED:	10/03/2017	

#### **Total Attachments: 3**

source=Islamorada ABL TM 4235-0881 Release#page1.tif source=Islamorada ABL TM 4235-0881 Release#page2.tif source=Islamorada ABL TM 4235-0881 Release#page3.tif

TRADEMARK REEL: 006169 FRAME: 0518

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of September 25, 2017, from JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent"), for the several banks and other financial institutions (the "Lenders"), party to the Revolving Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (as that term is defined in the Credit Agreement), each of the other grantors party thereto and the Collateral Agent, in favor of ISLAMORADA FISH COMPANY, L.L.C., a Missouri limited liability company, located at 2500 East Kearney, Springfield, Missouri 65898 (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to the U.S. Pledge and Security Agreement, dated as of April 12, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Grantor granted a security interest (the "Security Interest") to the Collateral Agent in all Intellectual Property, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights effective as of April 12, 2010, among the Collateral Agent and Grantor (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement), including the Trademarks and Trademark Licenses set forth on <u>Schedule A</u> hereto (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2010 at Reel 4235 and Frame 0881; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

TRADEMARK
REEL: 006169 FRAME: 0519

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

Ву:

Title:

Jennifer Heard Authorized Officer

[Signature Page to Release of Trademarks]

TRADEMARK REEL: 006169 FRAME: 0520

### **SCHEDULE A**

## U.S. Trademark Registrations and Applications

<u>Trademark</u>	Registration/Serial No.
Islamorada Fish Company	2340373

**RECORDED: 10/03/2017** 

TRADEMARK
REEL: 006169 FRAME: 0521