

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arlon Food and Agriculture Partners, LP		12/14/2017	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	DOOR TO DOOR ORGANICS, INC.
<b>Street Address:</b>	282 Century Place, Suite 500
<b>City:</b>	Louisville
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3384866	DOOR TO DOOR ORGANICS
Registration Number:	4702966	DOOR TO DOOR ORGANICS
Registration Number:	4009009	DOOR TO DOOR ORGANICS
Registration Number:	4285409	SHOP BY RECIPE
Registration Number:	4732930	JOY DELIVERED
Registration Number:	4605174	REZOOPIE
Registration Number:	4683846	RELAY FOODS
Registration Number:	4682222	# JOYDELIVERED

## CORRESPONDENCE DATA

Fax Number: 3036700101

*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: 3036720115

Email: cknudson@kofirm.com

Correspondent Name: Caitlyn Knudson

Address Line 1: 999 18th Street, Suite 1825

Address Line 4: DENVER, COLORADO 80202

<b>NAME OF SUBMITTER:</b>	Caitlyn Knudson
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<b>SIGNATURE:</b>	/Caitlyn Knudson/
<b>DATE SIGNED:</b>	12/15/2017
<b>Total Attachments: 6</b> source=DTDO - IP Security Termination Agreement (Executed)#page1.tif source=DTDO - IP Security Termination Agreement (Executed)#page2.tif source=DTDO - IP Security Termination Agreement (Executed)#page3.tif source=DTDO - IP Security Termination Agreement (Executed)#page4.tif source=DTDO - IP Security Termination Agreement (Executed)#page5.tif source=DTDO - IP Security Termination Agreement (Executed)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY TERMINATION AGREEMENT

This INTELLECTUAL PROPERTY SECURITY TERMINATION AGREEMENT (this “**Agreement**”), is made and entered into as of December 14, 2017, by and between Door to Door Organics, Inc., a Delaware corporation (“**Grantor**”), and Arlon Food and Agriculture Partners, LP, a Delaware limited partnership (“**Secured Party**”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated November 20, 2017, by and between Grantor and Secured Party, Grantor has granted to the Secured Party a first priority security interest (the “**Security Interest**”) in, among other property, certain intellectual property of Grantor (the “**IP Collateral**”);

WHEREAS, Grantor has agreed to sell certain assets, including the IP Collateral, for cash (the “**Transaction**”);

WHEREAS, Secured Party has consented to the Transaction and agreed to terminate the Security Interest in connection therewith; and

WHEREAS, Grantor and the Secured Party desire to enter into this Agreement for recording with the United States Patent and Trademark Office the termination of the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Termination of Security Interest.** Secured Party hereby terminates the Security Interest in all of such Grantor’s right, title and interest in and to all of its registered trademarks and trademarks for which applications are pending in the United States Patent and Trademark Office (collectively, the “**Trademarks**”), including, without limitation, all past, present and future infringement claims in respect thereof and all goodwill associated therewith. Grantor represents and warrants to the Secured Party that the trademarks set forth on **Schedule A** hereto comprise all of the Trademarks.

**SECTION 2. Recordation.** This Agreement has been executed and delivered by the parties for the purpose of recording the termination of the Security Interest with the United States Patent and Trademark Office, and Secured Party hereby authorizes and requests that the Commissioner for Trademarks record this Agreement.

**SECTION 3. Execution in Counterparts.** This Agreement 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.

**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts or choice of law principles.

**SECTION 5. Severability.** In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and the Security Agreement and the Note shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(Signature Pages Follow)

**IN WITNESS WHEREOF**, the parties have executed this Intellectual Property Security Agreement on the date set forth above.

**GRANTOR:**

**DOOR TO DOOR ORGANICS, INC.**

By:  \_\_\_\_\_  
75CA3E188FA1463

Name: Kevin Thorson

Title: Chief Financial Officer

**IN WITNESS WHEREOF**, the parties have executed this Intellectual Property Security Agreement on the date set forth above.

**SECURED PARTY:**

**ARLON FOOD AND AGRICULTURE  
PARTNERS, LP**

By: Arlon Food and Agriculture Associates LLC, its  
General Partner

By:  \_\_\_\_\_  
57DF8F0254AE44E...

Name: Michelle Brooks

Title: Managing Principal

**Schedule A**  
**Trademarks**  
(attached)

1. Trademark and Service Mark Registrations (USPTO):

**Door to Door Organics** (stylized with grass below logo, colors claimed) - Registration # 3384866

**Door to Door Organics** (stylized with sun shape around the word "to", no color claimed) -- Registration # 4702966

**Door to Door Organics** (standard characters) - Registration # 4009009

**Shop By Recipe** (standard characters) - Registration # 4285409

**Joy Delivered** (standard characters) -- Registration # 4732930

**Rezoopie** (standard characters) -- Registration # 4605174

**#joydelivered** (stylized with cursive font, no color claimed) -- Registration # 4682222

**RELAY FOODS** -- Registration # 4683846

2. Copyrights

*Eat Like a Lion: Wildly Healthy Rezoopies for Kids* (2d ed.) -- Registration # TXu01898969