

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		04/30/2018	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Mastronardi Produce Limited		
Street Address:	2100 Road 4 East		
City:	Kingsville, ON		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: CANADA		
Name:	Mastar Intellectual Property Holding Company		
Street Address:	2100 Road 4 East		
City:	Kingsville, ON		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3037538	CAMPARI	
Registration Number:	3604937	ANCIENT SWEETS	
Registration Number:	3145487	GOODNESS GROWN NATURALLY	
Registration Number:	2813066	MASTRONARDI PRODUCE	
Serial Number:	85706736	MASTAR SUPPLY CHAIN & LOGISTICS	
Serial Number:	85706740	MASTAR SOLUTIONS & LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2023704790		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
TRADEMARK			

OP \$165.00 3037538

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F176794

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /s/ Emily Ohannessian

DATE SIGNED: 04/30/2018

Total Attachments: 4

source=Active_101905943_1_Mastronardi - Trademark Security Release BMO (002)#page3.tif

source=Active_101905943_1_Mastronardi - Trademark Security Release BMO (002)#page4.tif

source=Active_101905943_1_Mastronardi - Trademark Security Release BMO (002)#page5.tif

source=Active_101905943_1_Mastronardi - Trademark Security Release BMO (002)#page6.tif

EXECUTION COPY

RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2018 (this "**Release**"), by BANK OF MONTREAL ("**BMO**"), in its capacity as Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the "**Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, the Guarantee and Collateral Agreement or the Trademark Security Agreements, as applicable, referred to below (and in the event a term is defined differently in the Credit Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreements, the applicable definition shall be the one given to such term in the Guarantee and Collateral Agreement).

A. Reference is made to (i) that certain Credit Agreement dated as of June 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Mastronardi Produce Limited, an Ontario corporation ("**Mastronardi**") and each of the subsidiaries of Mastronardi party thereto as a "Borrower" (each being a "Borrower" and collectively being "**Borrowers**") or as "Guarantors" (each being a "**Guarantor**" and collectively being "**Guarantors**"), the financial institutions from time to time party thereto as lenders, and Agent, (ii) the Guarantee and Collateral Agreement dated as of June 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") among each Borrower and Guarantor from time to time party thereto and the Agent, (iii) the Trademark Security Agreement dated as of June 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement No. 1**") between Mastronardi and the Agent and (iv) the Trademark Security Agreement dated as of June 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement No. 2**" and, together with the Trademark Security Agreement No. 1, the "**Trademark Security Agreements**") between Mastar Intellectual Property Holding Company ("**Mastar**" and, together with Mastronardi, the "**Grantors**" and each, a "**Grantor**") and the Agent (such documents set forth in clauses (i) through (iv), the "**Security Documents**").

B. Pursuant to the Security Documents, each Grantor granted to the Agent, for itself and the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreements) set forth on Schedule I hereto, which security interest was recorded with the United States Patent & Trademark Office at Reel 004566, Frame 0570 on June 21, 2011 and at Reel 004950, Frame 0991 on January 29, 2013 (the "**Subject Trademark Collateral**").

C. The Agent has agreed to release any and all interests it may have in the Subject Trademark Collateral pursuant to the Security Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, does hereby terminate, release, relinquish and discharge its security interests in the Subject Trademark Collateral, and any right, title or interest it has in the Subject Trademark Collateral granted pursuant to the Security Documents shall hereby cease and become void as provided for in the Security Documents. This Release is made without representation or warranty by, or recourse to, the Agent or any other Secured Party.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the expense of the Grantors, as may be reasonably necessary to effect the release of the security interest in the Subject Trademark

Collateral. The Agent further agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Grantors and at the expense of the Grantors, to evidence the release and termination of the Agent's security interests in the Subject Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the day and year first above written.

BANK OF MONTREAL, as Agent

By

Name:

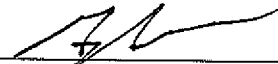
Title:


James Di Giacomo
Managing Director
Loan Syndications

By

Name:

Title:


Gary Still
Director

[Signature page to Release of Trademark Security Interests]

TRADEMARK
REEL: 006323 FRAME: 0633

SCHEDULE I
to Release of Security Interest
in Trademarks

UNITED STATES TRADEMARKS:

Mark	Owner	Application/ Registration Number	Application/ Registration Date	Country
CAMPARI	Mastronardi Produce Limited	3,037,538	January 3, 2006	U.S.
ANCIENT SWEETS	Mastronardi Produce Limited	3,604,937	April 14,2009	U.S.
GOODNESS GROWN NATURALLY	Mastronardi Produce Limited	3,145,487	September 19, 2006	U.S.
MASTRONARDI PRODUCE	Mastronardi Produce Limited	2,813,066	February 10, 2004~~~~~	U.S.
Mastar Supply Chain & Logistics	Mastar Intellectual Property Holding Company	85/706,736	August 17, 2012	U.S.
Mastar Solutions & Logistics	Mastar Intellectual Property Holding Company	85/706,740	August 17, 2012	U.S.