

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as the Agent		06/06/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Mendocino Farms, LLC		
Street Address:	13103 Ventura Blvd., Suite 100		
City:	Studio City		
State/Country:	CALIFORNIA		
Postal Code:	91604		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4225490	BLUE COW KITCHEN & BAR	
Registration Number:	4225554	BLUE COW KITCHEN & BAR AMERICAN SANDWICH	
Registration Number:	3352435	MENDOCINO FARMS	
Registration Number:	4300324	MENDOCINO FARMS SANDWICH MARKET	
Registration Number:	4300325	SANDWICH MARKET	
Registration Number:	4485698	WE SELL HAPPY	
Registration Number:	4297536		
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Antares/Mendocino		
NAME OF SUBMITTER:	/S/ MIA RAMIC		
SIGNATURE:	/S/ MIA RAMIC		

OP \$190.00 4225490

DATE SIGNED:	06/06/2018
Total Attachments: 4 source=Release TSA#page1.tif source=Release TSA#page2.tif source=Release TSA#page3.tif source=Release TSA#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), is given as of June 6, 2018, by ANTARES CAPITAL LP, as Administrative Agent (the “Agent”), successor by assignment to General Electric Company (as successor by merger to General Electric Capital Corporation) (the “Retired Agent”), in favor of Mendocino Farms, LLC, a Delaware limited liability company (the “Grantor”) as follows:

WITNESSETH

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement, dated as of March 21, 2016 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time, the “Assignment of Intellectual Property Security Agreement”), by and among the Retired Agent and the Agent, and recorded with the US Patent and Trademark Office on March 21, 2016 at Reel 5754, Frame 0576, the Retired Agent assigned and transferred to the Agent, all of its rights, title and interest in and to the Trademark Security Agreement (defined herein).

WHEREAS, pursuant to the Trademark Security Agreement, dated as of April 8, 2015 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and among the Grantor, Mendocino Farms, Inc., and the Retired Agent, and recorded with the US Patent and Trademark Office on April 16, 2015 at Reel 5498, Frame 0513, the Grantor granted the Retired Agent a security interest in certain collateral pledged by the Grantor described therein, including, without limitation, the United States trademarks set forth on Schedule 1 attached hereto (collectively “the “Trademark Collateral”)’

WHEREAS, under the terms of the Guaranty and Security Agreement, dated as of April 8, 2015, (as amended and restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by the Grantor and the other grantors party thereto, in favor of the Retired Agent, the Grantor granted a security interest in certain of its Trademarks to the Retired Agent pursuant to the Trademark Security Agreement, by such Grantor in favor of the Retired Agent; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its security interest in the Trademark Collateral.

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

The Agent hereby, without recourse, representation, warranty or other assurance of any kind by the Agent (express or implied) as to the Agent’s rights in any Trademarks, the condition or value of any Trademarks, or any other matter, terminates, discharges and releases its continuing security interest and lien in all right, title and interest in the Trademark Collateral pursuant to the Assignment of Intellectual Property Security Agreement, the Trademark Security Agreement, and the Guaranty and Security Agreement, and reassigns any and all security interests that it may have therein to the Grantor. The Agent hereby authorizes the Grantor or the Grantor’s authorized representatives to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing

office in order to memorialize the release of any security interest of the Agent in the Trademarks pursuant to the Agent and Trademark Security Agreements.

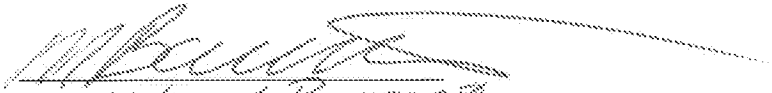
The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

ANTARES CAPITAL LP, as the Agent


By: Michael Barraso
Title: Duty Authorized Signatory


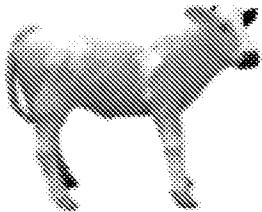
[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006348 FRAME: 0219

Schedule 1

to

Termination and Release of Security Interest in Trademarks

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Grantor</u>
BLUE COW KITCHEN & BAR	85/565,795	3/9/2012	10/16/2012	4,225,490	Registered	Mendocino Farms, LLC
BLUE COW KITCHEN & BAR Logo 	85/566,677	3/12/2012	10/16/2012	4,225,554	Registered	Mendocino Farms, LLC
MENDOCINO FARMS	78/956,482	8/21/2006	12/11/2007	3,352,435	Registered	Mendocino Farms, LLC
MENDOCINO FARMS SANDWICH MARKET	85/565,789	3/9/2012	3/12/2013	4,300,324	Registered	Mendocino Farms, LLC
SANDWICH MARKET	85/565,804	3/9/2012	3/12/2013	4,300,325	Registered	Mendocino Farms, LLC
WE SELL HAPPY	85/568,611	3/13/2012	2/18/2014	4,483,698	Registered	Mendocino Farms, LLC
 (Mendo Blue Cow)	85/603,619	4/20/2012	3/5/2013	4,297,536	Registered	Mendocino Farms, LLC