

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Flavor, LLC		03/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flavor 1st Growers & Packers, LLC		
Street Address:	331 Banner Farm Road		
City:	Mills River		
State/Country:	NORTH CAROLINA		
Postal Code:	28759		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4639482	FLAVOR 1ST	
CORRESPONDENCE DATA			
Fax Number:	8282550255		
<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:	828-258-2991		
Email:	wheedy@vwlawfirm.com		
Correspondent Name:	William G. Heedy		
Address Line 1:	The Van Winkle Law Firm		
Address Line 2:	P.O. Box 7376		
Address Line 4:	Asheville, NORTH CAROLINA 28802		
NAME OF SUBMITTER:	William G. Heedy		
SIGNATURE:	/William G. Heedy/		
DATE SIGNED:	03/08/2019		
Total Attachments: 6			
source=Subordinated Loan Termination Agreement#page1.tif			
source=Subordinated Loan Termination Agreement#page2.tif			
source=Subordinated Loan Termination Agreement#page3.tif			
source=Subordinated Loan Termination Agreement#page4.tif			

OP \$40.00 4639482

source=Subordinated Loan Termination Agreement#page5.tif
source=Subordinated Loan Termination Agreement#page6.tif

SUBORDINATED LOAN TERMINATION AGREEMENT

This Subordinated Loan Termination Agreement (the "Agreement") is made as of March 30, 2018 (the "Effective Date"), by and among Sun Flavor, LLC, a Delaware limited liability company ("Payee"), Vine Ripe Investments, Inc., a North Carolina corporation ("VRI"), Flavor 1st Growers & Packers, LLC, a Delaware limited liability company ("Maker"). The Payee, VRI, and Maker are referred herein sometimes collectively as the "Parties".

RECITALS

A. Maker and Payee are parties to that certain Subordinated Secured Promissory Note dated June 17, 2016 in the principal amount of [REDACTED] (the "Note"), which was secured by that certain Pledge and Security Agreement dated June 17, 2016 by and among Payee, [REDACTED], [REDACTED], pursuant to which Borrower [REDACTED] granted Payee a security interest in and lien on the Collateral (as defined therein) of Borrower [REDACTED] (the "Security Agreement").

B. Payee, pursuant to its rights under the Security Agreement, has filed certain [REDACTED] statements perfecting its rights, powers and privileges with regard to the Liens (as such term is defined in the Security Agreement) granted under the Security Agreement, [REDACTED]

C. [REDACTED]

D. [REDACTED]


TERMS AND OBLIGATIONS

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Cancellation and Termination of Combined Loan Documents.** The Note, the Security Agreement, the Participation Agreement, and the other Combined Loan Documents are

hereby terminated and cancelled as of the Effective Date and shall be of no further force and effect. [REDACTED]

2. **Return of Note.** Payee hereby agrees to, reasonably promptly after the Effective Date, deliver the Note to Maker, marked "Cancelled".
3. **Release of Liens; Termination of Financing Statements.** Effective upon the Effective Date, Payee waives and releases all right, title, and interest in, and any claim to any security or property interest in the Collateral (as such term is defined in the Security Agreement) and any and all other real or personal property of Maker or Guarantors, in each case to the extent granted in the Security Agreement or any other Subordinated Loan Document. Upon the Effective Date, Payee hereby authorized Maker and Maker's counsel to record all instruments necessary to cancel all liens on the Maker's and Guarantors' property, including without limitation terminations of the Financing Statements in respect of the foregoing.
4. **Reciprocal Release of Claims.** Effective upon the Effective Date: (a) Payee fully, finally, and forever releases, waives, and discharges all claims, demands, actions, causes of action, damages, costs, and expenses, known or unknown, asserted or not asserted, of any type or nature that Payee has or may have against Maker, Guarantor, or VRI, or its past or present directors, employees, and agents in connection with the Note, the Security Agreement, the Participation Agreement, or the other Combined Loan Documents; [REDACTED]
5. [REDACTED]
6. **No Assignment.** The Parties each represent to every other Party that he/she/it has not assigned or otherwise transferred any of the claims or rights being released or compromised herein to any person or entity not a party hereto.
7. **Survival.** The representations, warranties, covenants and agreements made and contained in this Agreement shall survive the consummation of the transactions contemplated hereby.
8. **Modification.** No provision of this Agreement may be waived, altered, amended, or modified in any respect or particular whatsoever except by written agreement duly executed by each of the Parties.

9. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the balance of its provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired or invalidated.
10. **Terms Read and Understood.** The Parties represent that they have carefully read and fully understand the terms, conditions, meaning and intent of this Agreement, and that each party has discussed the terms, conditions and provisions with legal counsel prior to the execution hereof. Each Party specifically hereby acknowledges receipt of a copy of this Agreement before signing it and understands that each and every provision of this Agreement is contractual, legally binding and not mere recitals.
11. **Successors and Assigns.** The provisions of this Agreement shall be binding and inure to the benefit of each of the parties and their respective agents, representatives, successors, and assigns.
12. 
13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. **Headings.** The headings of this Agreement are for convenience or reference only, and shall not limit, expand, modify or otherwise affect the meaning hereof.
15. **Recitals.** The recitals are incorporated herein by reference and considered a part of this Agreement.
16. **Entire Agreement.** This Agreement, and the documents referenced herein or attached hereto, constitute the entire, complete and integrated statement of each and every term, and provision agreed to by and among the Parties. It contains the entire agreement and understanding between the Parties relating to the subject matter contained herein, superseding any prior oral or written agreements pertaining to said subject matter. No other promises, representations, or other inducements have been made to any Party in exchange for this Agreement.

*** Signatures appear on the page following ***

IN WITNESS WHEREOF, the undersigned have executed this Subordinated Loan Termination Agreement as of the date hereof.

VINE RIPE INVESTMENTS, INC.

By: BDR
Name: Brian D. Rose
Title: President

FLAVOR 1ST GROWERS & PACKERS, LLC

By: BDR
Name: Brian D. Rose
Title: CEO

IN WITNESS WHEREOF, the undersigned have executed this Subordinated Loan Termination Agreement as of the date hereof.

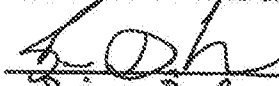
SUN FLAVOR, LLC

By: Michael J. McConvery
Name: Michael J. McConvery
Title: Vice President and Assistant Secretary

NOTE PARTIES:

Acknowledged and Agreed:

FLAVOR 1ST GROWERS & PACKERS, LLC

By: 
Name: Brian D. Rose
Title: CEO

