

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN AGCREDIT, PCA		06/05/2019	United States Association:
RECEIVING PARTY DATA			
Name:	DRISCOLL'S, INC.		
Street Address:	300 Westridge Drive		
City:	Watsonville		
State/Country:	CALIFORNIA		
Postal Code:	95076		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4700133	DIAMOND	
Serial Number:	86533670	ELIZABETH	
Serial Number:	86191522		
Serial Number:	86191541		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	0753890000005		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/Jennifer Lee Taylor/		
DATE SIGNED:	06/05/2019		
Total Attachments: 3			
source=AAC-Driscoll's - Trademark Release Executed (004)#page1.tif			

CH \$115.00 4700133

source=AAC-Driscoll's - Trademark Release Executed (004)#page2.tif

source=AAC-Driscoll's - Trademark Release Executed (004)#page3.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Release”) is made as of June 5, 2019, by **AMERICAN AGCREDIT, PCA**, a United States association, (the “Collateral Agent”) in favor of **DRISCOLL’S, INC.** (f/k/a **DRISCOLL STRAWBERRY ASSOCIATES, INC.**), a California corporation with an address at 300 Westridge Drive, Watsonville, California 95076 (the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor entered into that certain Grant of Trademark Security Interest with the Collateral Agent dated April 6, 2015 (the “Trademark Security Agreement”), pursuant to that certain Security Agreement dated December 23, 2010, by and among the Grantor, the Collateral Agent, and the other grantors named therein, notice of which was recorded on April 6, 2015 at the United States Patent and Trademark Office at Reel 5493, Frame 0146.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Grantor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Collateral Agent, in and to all of its right, title and interest in and to its Trademark Collateral, including the Trademarks listed in **Schedule A** hereto, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith.

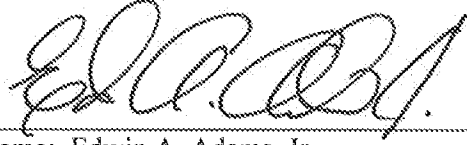
WHEREAS, the Collateral Agent has agreed to irrevocably terminate and release its Security Interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent hereby (1) irrevocably releases, terminates and discharges any and all of its interest in the Trademark Collateral of the Grantor, including the goodwill of such Grantor’s business symbolized by the Trademarks; (2) to the extent the Collateral Agent retains any interest in the Trademark Collateral, the Collateral Agent hereby assigns, transfers and conveys to Grantor the Security Interest in and to the Trademark Collateral to the Grantor; and (3) the Collateral Agent hereby agrees to promptly execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this release at the Grantor’s sole cost and expense.

[Remainder of this page intentionally left blank; signature page follows]

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

AMERICAN AGCREDIT, PCA,
as Collateral Agent

By: 
Name: Edwin A. Adams, Jr.
Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006663 FRAME: 0361

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRISCOLL STRAWBERRY ASSOCIATES, INC.	DIAMOND	4700133	3/10/2015

Applications:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>
DRISCOLL STRAWBERRY ASSOCIATES, INC.	ELIZABETH	86533670	2/12/2015
DRISCOLL STRAWBERRY ASSOCIATES, INC.	Design Only	86191522	2/12/2014
DRISCOLL STRAWBERRY ASSOCIATES, INC.	Design Only	86191541	2/12/2014

OTHER TRADEMARKS:

Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRISCOLL STRAWBERRY ASSOCIATED, INC.	DRISCOLLS	0043159 [PR State mark]	2/29/2000
DRISCOLL STRAWBERRY ASSOCIATES, INC.	Design Only	0043160 [PR State mark]	2/29/2000
DRISCOLL STRAWBERRY ASSOCIATES, INC.	THE FINEST BERRIES IN THE WORLD	0039452 [PR State mark]	3/31/1998