

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMC Financial Services Group, LLC		05/31/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Sky Valley Foods LLC		
Street Address:	145 Cane Creek Boulevard		
City:	Danville		
State/Country:	VIRGINIA		
Postal Code:	24540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1638021	SIMPLY DELICIOUS	
Registration Number:	4403705	SKY VALLEY	
Registration Number:	3590222	ORGANICVILLE	
Registration Number:	3102975	ORGANICVILLE	
Serial Number:	87678878	ORGANICVILLE	
Registration Number:	5659083	ORGANICVILLE	
Registration Number:	5497063	SKY VALLEY	
Serial Number:	87678864	SKY VALLEY	
Serial Number:	88044927	SKY VALLEY UNWINE'D	
Serial Number:	85862001	BELLA'S	
CORRESPONDENCE DATA			
Fax Number:	4142335000		
<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:	4149785441		
Email:	melissa.mcgin@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	555 E. Wells Street, Suite 1900		
Address Line 2:	Attn: Melissa McGinn		

CH \$265.00 1638021

Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	535775-21
NAME OF SUBMITTER:	Melissa McGinn
SIGNATURE:	/Melissa McGinn/
DATE SIGNED:	06/25/2019
Total Attachments: 5 source=PMC Release of Trademark and Security Interest#page1.tif source=PMC Release of Trademark and Security Interest#page2.tif source=PMC Release of Trademark and Security Interest#page3.tif source=PMC Release of Trademark and Security Interest#page4.tif source=PMC Release of Trademark and Security Interest#page5.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of May 31, 2019, between PMC Financial Services Group, LLC, a Delaware limited liability company, whose address is 3816 East La Palma Avenue, Anaheim, California 92807, the secured party under the Loan and Security Agreement referred to below (the “**Secured Party**”), and Sky Valley Foods LLC, a Delaware limited liability company, whose address is 145 Cane Creek Boulevard, Danville, Virginia 24540 (the “**Grantor**”).

WHEREAS, the Secured Party and the Grantor are parties to (a) that certain Loan and Security Agreement dated as of August 30, 2012 (as amended, modified, or restated from time to time, the “**Loan Agreement**”), and (b) that certain Memorandum and Notice of Security Interest in Intellectual Property dated as of August 30, 2012 (the “**Notice of Security Interest**,” and together with the Loan Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Notice of Security Interest was recorded with the United States Patent and Trademark Office at Reel 4860, Frame 0797 on September 13, 2012, and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. Definition. The term “Trademark Collateral,” as used herein, shall mean all of Grantor’s right, title, and interest in an to (collectively, the “**Trademark Collateral**”) certain Intellectual Property (as defined in the Security Agreements) and associated registrations and applications set forth in Schedule A attached thereto.

2. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Loan Agreement and the Notice of Security Agreement, and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral. Grantor acknowledges that Secured Party’s execution of and/or delivery of this Release and the termination, release and discharge of Secured Party’s security interest in the Trademark Collateral and the termination of the Loan Agreement as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Secured Party as to Secured Party’s rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter. Notwithstanding anything to the contrary contained herein, the obligations and liabilities of Grantor to Secured Party under or in respect of the Loan Agreement and any other Loan Documents (as that term is defined in the Loan Agreement) insofar as such

obligations and liabilities survive termination of the Loan Documents shall continue in full force and effect.

3. Successors and Assigns. This Release shall be binding on and inure to the benefit of the parties' respective successors and assigns.

4. Governing Law; Attorneys' Fees. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). In the event it becomes necessary for any party to bring an action or proceeding to construe or enforce the terms and conditions set forth in this Release, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to all other relief awarded.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Grantor have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PMC FINANCIAL SERVICES GROUP, LLC

By: [Signature]

Name: Walter E. Butkus III

Title: PRESIDENT

SKY VALLEY FOODS LLC

By: [Signature]

Name: William Hall

Title: CEO

STATE OF Virginia)
COUNTY OF Danville) SS.

COMES NOW William James Hall and states that the foregoing Release of Trademark Security Interest is true to the best of their knowledge, information and belief.

[Signature]

Subscribed and sworn to before me, a Notary Public, in and for the above County and State, this 30 day of May, 2019.

[Signature]
Notary Public

My Commission Expires:

April 30, 2023

ELISEN BETHNA
NOTARY PUBLIC
REG. #7923908
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2023

SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY INTEREST

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

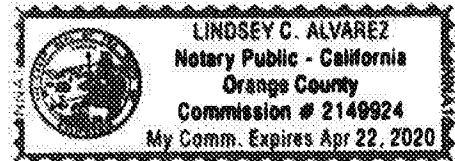
On MAY 31ST, 2019 before me, LINDSEY C. ALVAREZ
(insert name and title of the officer)

personally appeared WALTER E. BUTKUS III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey C. Alvarez (Seal)



SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Owner	Status
SIMPLY DELICIOUS	U.S.	74/060,848 21 May 1990	1,638,021 12 Mar 1991	Sky Valley Foods LLC	Registered
SKY VALLEY	U.S.	85/218,441 14 Jan 2011	4,403,705 17 Sept 2013	Sky Valley Foods LLC	Registered
ORGANICVILLE	U.S.	77/438,396 2 Apr 2008	3,590,222 17 Mar 2009	Sky Valley Foods LLC	Registered
ORGANICVILLE	U.S.	78/353,509 18 Jan 2004	3,102,975 13 Jun 2006	Sky Valley Foods LLC	Registered
ORGANICVILLE	U.S.	87/678,878 9 Nov 2017		Sky Valley Foods LLC	Pending
ORGANICVILLE	U.S.	87/678,873 9 Nov 2017	5,659,083 22 Jan 2019	Sky Valley Foods LLC	Registered
SKY VALLEY	U.S.	87/678,868 9 Nov 2017	5,497,063 19 Jun 2018	Sky Valley Foods LLC	Registered
SKY VALLEY	U.S.	87/678,864 9 Nov 2017		Sky Valley Foods LLC	Pending
SKY VALLEY UNWINE'D	U.S.	88/044,927 19 Jul 2018		Sky Valley Foods LLC	Pending
BELLA'S	U.S.	85/862,001 27 Feb 2013		Sky Valley Foods LLC	Expired
ORGANICVILLE	Canada	1,888,313 15 Mar 2018		Sky Valley Foods LLC	Pending
SKY VALLEY	Canada	1,631,718 18 Jun 2013	TMA950,738 28 Sept 2016	Sky Valley Foods LLC	Registered