

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		08/02/2019	Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	EVANS FOOD GROUP LTD.		
Street Address:	300 Crescent Court		
Internal Address:	Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Corporation: UNITED STATES		
Name:	Old Vienna, LLC		
Street Address:	300 Crescent Court		
Internal Address:	Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: UNITED STATES		
Name:	Evans Food Products Co.		
Street Address:	300 Crescent Court		
Internal Address:	Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Company: UNITED STATES		
Name:	Savory Foods, Inc.		
Street Address:	300 Crescent Court		
Internal Address:	Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: OHIO		

TRADEMARK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3452064	HOT DIGGETY'S
Registration Number:	3410377	LA TOÑITA
Registration Number:	1314857	BAC'N CHIPS
Registration Number:	2230908	CROOKED CREEK
Registration Number:	2492366	
Registration Number:	1257719	EVANS
Registration Number:	1261053	EVANS
Registration Number:	1245679	HOT & SPICY
Registration Number:	1193711	MAC'S
Registration Number:	0507876	OLD VIENNA
Registration Number:	1336963	ORIGINAL
Registration Number:	2423085	RED HOT RIPLETS
Registration Number:	2785360	PORKIES

CORRESPONDENCE DATA

Fax Number: 2142455015

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.

Phone: 214-245-5072

Email: kbaker@highlander-partners.com

Correspondent Name: Kristi Baker

Address Line 1: 300 Crescent Court

Address Line 2: Suite 550

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Kristi Baker

SIGNATURE: /Kristi Baker/

DATE SIGNED: 08/06/2019

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of August 2, 2019, by BMO HARRIS BANK N.A., as Administrative Agent (in such capacity, the “Grantee”) for certain lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, EVANS FOOD GROUP LTD., SAVORY FOODS, INC., OLD VIENNA, L.L.C., and EVANS FOOD PRODUCTS CO. (each individually a “Grantor” and collectively the “Grantors”) and Grantee were parties to that certain Grant of a Security Interest – Trademarks dated as of April 8, 2016 (the “Security Agreement”) pursuant to which the Grantors granted a security interest to Grantee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantors to Grantee, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 11, 2016, at Reel 5769, Frame 0140;

WHEREAS, the Grantors have requested that Grantee terminate and release its security interest in and liens on the Trademarks and Trademark Collateral; and

WHEREAS, the Grantors have satisfied and fulfilled all of their obligations to release the Grantee’s security interest in the Trademarks and Trademark Collateral.

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

1. Grantee hereby terminates, releases and discharges its continuing security interest in and liens on Grantors’ entire right, title and interest in and to and under the Trademarks, together with, among other things, the goodwill of business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (all such items or types of property being herein collectively referred to as the “Trademark Collateral”):

2. Grantee hereby authorizes the Grantors, or the Grantors’ authorized representative(s), as the case may be, to record this Trademark Release with the United States Patent and Trademark Office and any other applicable governmental office or agency. The Grantee further authorizes and requests that any necessary United States government officer record this Trademark Release, it being understood that such recordation shall be at the Grantors’ sole expense.

3. Grantee shall take all further actions and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments) reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Trademark Release and Reassignment, at Grantors’ sole expense, and without representation or warranty by Grantee.

4. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release, including, its validity, interpretation, construction,

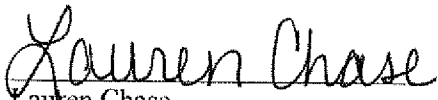
performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

5. This Trademark Release may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

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

BMO HARRIS BANK N.A., as Administrative Agent

By: 
Name: Lauren Chase
Title: Assistant Vice President

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
HOT DIGGETY'S	77134143	3/19/07	3452064	6/24/08	Old Vienna LLC
LA TONITA	78569993	2/17/05	3410377	4/8/08	Evans Food Group, Ltd.
BAC'N CHIPS	73371562	6/25/82	1314857	1/15/85	Evans Food Products Co.
CROOKED CREEK	75493797	6/1/98	2230908	3/9/99	Evans Food Products Co.
DESIGN ONLY	76090826	7/18/00	2492366	9/25/01	Evans Food Products Co.
EVANS	73328735	9/18/81	1257719	11/15/83	Evans Food Products Co.
EVANS	73328736	9/18/81	1261053	12/13/83	Evans Food Products Co.
HOT & SPICY	73282292	10/20/80	1245679	7/12/83	Evans Food Products Co.
MAC'S	73164123	3/29/78	1193711	4/13/82	Evans Food Products Co.
OLD VIENNA	71537723	10/13/47	0507876	3/22/49	Old Vienna, L.L.C.
ORIGINAL	73327778	9/14/81	1336963	5/21/85	Evans Food Products Co.
RED HOT RIPLETS	75819827	10/12/99	2423085	1/23/01	Old Vienna, L.L.C.
PORKIES	76222545	03/09/2001	2785360	11/25/2003	Savory Foods, Inc