

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank	FORMERLY as successor-in-interest to MB Financial Bank, N.A. and Cole Taylor Bank	07/26/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Lucks Company		
Street Address:	3003 S. Pine Street		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98409		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1201325	DEC-ONS	
Registration Number:	1766066	EDIBLE IMAGE	
Registration Number:	1181367	LUCKS	
Registration Number:	1373240	LUCKS	
Registration Number:	2367103	PRINT-ONS	
CORRESPONDENCE DATA			
Fax Number:	7632089864		
<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:	763-208-9847		
Email:	jana.france@fisherbroyles.com		
Correspondent Name:	Jana L. France, FisherBroyles, LLP		
Address Line 1:	4505 Jewel Lane North		
Address Line 4:	Plymouth, MINNESOTA 55446		
NAME OF SUBMITTER:	Jana L. France		
SIGNATURE:	/Jana L. France/		
DATE SIGNED:	08/08/2019		

OP \$140.00 1201325

Total Attachments: 3

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made effective as of the date of execution by Fifth Third Bank, an Ohio corporation (as successor-in-interest to MB Financial Bank, N.A., as successor-in-interest to Cole Taylor Bank, an Illinois banking corporation) (“**Releasor**”), in favor of The Lucks Company, a Washington corporation (“**Releasee**”).

A. Pursuant to that certain Credit and Security Agreement between Releasee and Releasor dated as of September 14, 2012, as amended from time to time (the “**Credit Agreement**”), to secure the payment of certain loan obligations of Releasee, Cole Taylor Bank acquired a security interest in, and lien on, certain of Releasee’s right, title and interest in and to Releasee’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications;

B. The Grant of Security Interest in Trademarks and Patents executed in conjunction with the security interest granted to Releasee under the Credit Agreement was recorded in the United States Patent and Trademark Office on November 12, 2013, at Reel/Frame 5152/0813;

C. The Grant of Security Interest in Trademarks and Patents executed in conjunction with the security interest granted to Releasee under the Credit Agreement was recorded in the United States Copyright Office on November 2, 2012, as Document Number V3622D491; and

D. Releasor has agreed to release and discharge fully its security interest in the IP Collateral and assign, transfer, and grant all of its right, title and interest in the IP Collateral to Releasee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor hereby releases its security interest in the IP Collateral and reverts Releasee with full right, title, and interest in, to, and under the IP Collateral.

1. **Release.** The Releasor, on behalf of itself and its successors, legal representatives and assigns, hereby terminates, fully discharges and releases in its entirety its security interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on **Schedule A** attached hereto; (ii) the copyrights and copyright registrations set forth on **Schedule A** attached hereto; (iii) any and all other Releasee intellectual property that is subject to Releasor’s security interest, including but not limited to all common law rights and rights in non-U.S. trademarks; (iv) all Proceeds (as such term is defined in the Credit Agreement) of the foregoing intellectual property; (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the intellectual property or unfair competition regarding same; and (vi) all goodwill associated with the foregoing interests (collectively, all of the foregoing hereafter referred to as “**IP**”

Collateral”). Releasor hereby reassigns to Releasee any and all right, title and interest that it may have in the IP Collateral.

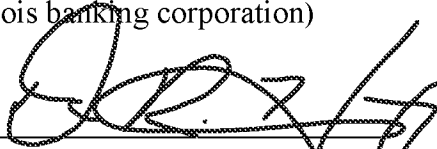
2. Recordation. Releasor hereby authorizes and requests the Commissioner for Trademarks of the United States to record this Release of Intellectual Property Security Interest. Releasor hereby authorizes and requests the Register of Copyrights of the United States to record this Release of Intellectual Property Security Interest.

3. Further Assurance. Releasor hereby agrees to duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the United States Patent and Trademark Office and Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary upon request by Releasee (or its assignees or designees) to effect the release of the security interest contemplated hereby and to confirm this Release and Releasee’s (or its assignee’s) right, title and interest in and to the IP Collateral. Releasor hereby agrees to duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the United States Copyright Office or other applicable law, and to do such other acts as may be reasonably necessary upon request by Releasee (or its assignees or designees) to effect the release of the security interest contemplated hereby and to confirm this Release and Releasee’s (or its assignee’s) right, title and interest in and to the IP Collateral.

IN WITNESS WHEREOF, Releasor causes this RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST, as of the date of execution inscribed below.

Date: JULY 26, 2019

Fifth Third Bank
(as successor-in-interest to MB Financial Bank, N.A., as successor-in-interest to Cole Taylor Bank, an Illinois banking corporation)

By: 
Name: DION R. HEINTZ
Title: VICE PRESIDENT

SCHEDULE A

TRADEMARKS

Mark	Registration No.	Registration Date
DEC-ONS	1201325	July 13, 1982
EDIBLE IMAGE	1766066	April 20, 1993
LUCKS and Design	1181367	December 8, 1981
LUCKS and Design	1373240	December 3, 1985
PRINT-ONS	2367103	July 11, 2000

COPYRIGHTS

Title	Registration No.	Registration Date	Comments
Lucks decorated cookies.	VA276658	1987-08-14	Screen print
Lucks decorated cookies.	VA276793	1987-08-14	Art reproduction
Lucks decorated cookies.	VA276794	1987-08-14	Art reproduction
Lucks decorated cookies.	VA276795	1987-08-14	Art reproduction
Lucks decorated cookies.	VA276796	1987-08-14	Art reproduction
Lucks decorated cookies.	VA277503	1987-08-14	Screen print
Lucks decorated cookies.	VA279607	1987-08-19	Art reproduction
Lucks decorated cookies.	VA280580	1987-08-17	Label
Lucks decorated cookies.	VA280581	1987-08-17	Label
Lucks decorated cookies.	VA280582	1987-08-17	Label
Lucks decorated cookies : taste as good as they look.	VA283450	1987-08-19	Catalog