

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM535513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		08/02/2019	Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	EVANS FOOD GROUP LTD.
<b>Street Address:</b>	300 Crescent Court
<b>Internal Address:</b>	Suite 550
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Corporation: <del>UNITED STATES</del> TEXAS

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	5468982	MAC'S
Registration Number:	3416117	DOMINGO'S
Registration Number:	5704315	
Serial Number:	87373713	SHOTZ!
Serial Number:	87373776	SHOTZ
Registration Number:	5476684	MIX FIX
Registration Number:	5675847	MIX FIX
Registration Number:	5581169	BRING HOME THE CRUNCH
Registration Number:	5492588	FLAVOR WORTH CRAVING
Serial Number:	88121087	GOLDEN CRACKLINS
Registration Number:	5817531	GAYTAN FOODS
Registration Number:	5468983	MAC'S
Serial Number:	88245921	CAZO DE ORO
Serial Number:	88245920	CAZO DE ORO
Serial Number:	87373386	PÔRQ

OP \$390.00 5468982

**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

<b>NAME OF SUBMITTER:</b>	Kristi Baker
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<b>SIGNATURE:</b>	/Kristi Baker/
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<b>DATE SIGNED:</b>	08/06/2019
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**Total Attachments: 9**

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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).

W I T N E S S E T H:

WHEREAS, EVANS FOOD GROUP LTD. (“Grantor”) and Grantee were parties to that certain Grant of a Security Interest – Trademarks dated as of December 18, 2017 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Grantee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 16, 2018, at Reel 6250, Frame 0325;

WHEREAS, a Corrective Assignment was recorded on April 24, 2018 at Reel 6422, Frame 0851 and on April 27, 2018 at Reel 6351, Frame 0433 to show Grantor’s ownership of only the trademarks set forth on Schedule A attached hereto;

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

WHEREAS, Grantor has satisfied and fulfilled all of its 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 Grantor’s entire right, title and interest in and to and under the Trademarks set forth on Schedule A hereto, 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 Grantor, or the Grantor’s 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 Grantor’s sole expense.

3. Grantee shall take all further actions and provide to Grantor, its 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 Grantor to more fully and effectively effectuate the purposes of this Trademark Release, at Grantor’s sole expense, and without representation or warranty by Grantee.

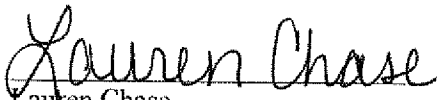
4. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject 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	Status of Mark	Owner/Applicant
MAC'S	87/639917	October 10, 2017	5468982	5/15/2018	Registered	Evans Food Group Ltd
DOMINGO'S	78/901472	June 6, 2006	3416117	4/22/2008	Registered	Evans Food Group Ltd.

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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).

### W I T N E S S E T H:

WHEREAS, EVANS FOOD GROUP LTD. (“Grantor”) and Grantee were parties to that certain Grant of a Security Interest – Trademarks dated as of March 19, 2019 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Grantee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor 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 March 19, 2019, at Reel 6595, Frame 0493;

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

WHEREAS, Grantor has satisfied and fulfilled all of its 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 Grantor’s 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 Grantor, or the Grantor’s 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 Grantor’s sole expense.

3. Grantee shall take all further actions and provide to Grantor, its 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 Grantor to more fully and effectively effectuate the purposes of this Trademark Release and Reassignment, at Grantor’s 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).

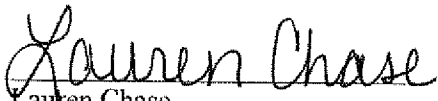
5. This Trademark Release may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[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**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/ Applicant</b>
(Pig Design)	87647004	10/16/2007	5704315	03/19/2019	Registered	Evans Food Group Ltd
SHOTZ!	87373713	03/16/2017	N/A	N/A	Published (Pending)	Evans Food Group Ltd.
SHOTZ	87373776	03/16/2017	N/A	N/A	Published (Pending)	Evans Food Group Ltd.
MIX FIX	87373379	03/16/2017	5476684	05/22/2018	Registered	Evans Food Group Ltd.
MIX FIX	87373382	03/16/2017	5675847	02/12/2019	Registered	Evans Food Group Ltd.
BRING HOME THE CRUNCH	86818120	11/12/2015	5581169	10/09/2018	Registered	Evans Food Group Ltd.
FLAVOR WORTH CRAVING	86818107	11/12/2015	5492588	06/12/2018	Registered	Evans Food Group Ltd.
GOLDEN CRACKLINS	88121087	09/18/2018	N/A	N/A	Pending	Evans Food Group Ltd.
GAYTAN FOODS	87949239	06/05/2018	5817531	07/30/2019	Registered	Evans Food Group Ltd.

MAC'S	87639923	10/10/2017	5468983	05/15/2018	Registered	Evans Food Group Ltd.
MAC'S (Design)	87639922	10/10/2017	5468982	05/15/2018	Registered	Evans Food Group Ltd.
CAZO DE ORO (Design)	88245921	12/31/2018	N/A	N/A	Pending	Evans Food Group Ltd.
CAZO DE ORO	88245920	12/31/2018	N/A	N/A	Pending	Evans Food Group Ltd.
PÖRQ	87373386	3/16/2017	N/A	N/A	Pending	Evans Food Group Ltd.