CH \$2040.00 1625;

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM544913

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| John Hancock Life Insurance Company | | 09/30/2019 | Corporation: MICHIGAN |

RECEIVING PARTY DATA

| Name: | Shamrock Foods Company | |
|-----------------|--------------------------------------|--|
| Street Address: | 3800 North Central Avenue, Suite 460 | |
| City: | Phoenix | |
| State/Country: | ARIZONA | |
| Postal Code: | 85012 | |
| Entity Type: | Corporation: ARIZONA | |

PROPERTY NUMBERS Total: 81

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------------|
| Registration Number: | 1625386 | SHAMROCK |
| Registration Number: | 1618160 | SHAMROCK FOODS COMPANY |
| Registration Number: | 1629594 | SHAMROCK FOODS COMPANY |
| Registration Number: | 1922298 | SHAMROCK FARMS |
| Registration Number: | 1932926 | |
| Registration Number: | 2011418 | |
| Registration Number: | 2184191 | XTREME |
| Registration Number: | 2229165 | TRIFOGLIO |
| Registration Number: | 2305634 | TRIFOGLIO |
| Registration Number: | 2313683 | |
| Registration Number: | 2315949 | MMMMILK |
| Registration Number: | 2412585 | |
| Registration Number: | 2425043 | SHAMROCK FARMS |
| Registration Number: | 2449115 | EMERALD VALLEY RANCH |
| Registration Number: | 2449116 | |
| Registration Number: | 2526483 | SHAMROCK |
| Registration Number: | 2839233 | DELIVERING SATISFACTION |
| Registration Number: | 2916744 | |
| Registration Number: | 3081922 | SHAMROCK FARMS REAL FARM. REAL FRESH. |
| | | TRADEMARK |

900519056 REEL: 006770 FRAME: 0326

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3154926 | TRIFOGLIO |
| Registration Number: | 3177653 | |
| Registration Number: | 3237992 | TRIFOGLIO |
| Registration Number: | 3268944 | SMART SOLUTIONS |
| Registration Number: | 3340797 | |
| Registration Number: | 3349246 | |
| Registration Number: | 3372074 | ENVIRABLE |
| Registration Number: | 3460825 | SUREHEAT |
| Registration Number: | 3523550 | SMART FIT BOTTLE |
| Registration Number: | 3524703 | SHAMROCKERS |
| Registration Number: | 3656059 | |
| Registration Number: | 3670760 | ROCKIN' REFUEL |
| Registration Number: | 3914011 | SAVORY VALLEY |
| Registration Number: | 3914013 | GOLD CANYON |
| Registration Number: | 3941596 | CAFÉ COMPLEMENTS |
| Registration Number: | 4136339 | SHAMROCK FOODS FOODSERVICE WAREHOUSE |
| Registration Number: | 4151274 | REGAL CREST FARMS. WHERE FRESHNESS COMES |
| Registration Number: | 4177064 | GOLD CANYON GOURMET ANGUS. TASTE THE GOL |
| Registration Number: | 4214784 | GOLD CANYON |
| Registration Number: | 4341286 | GOLD CANYON GOURMET PORK |
| Registration Number: | 4341287 | GOLD CANYON GOURMET ANGUS |
| Registration Number: | 4477204 | |
| Registration Number: | 4484940 | BRITE 'N GOLD |
| Registration Number: | 4484989 | ASPENGOLD |
| Registration Number: | 4488054 | REGAL CREST FARMS |
| Registration Number: | 4490885 | REGAL· CREST· FARMS |
| Registration Number: | 4538402 | GOLD CANYON NATURAL RESERVE ANGUS |
| Registration Number: | 4655916 | SHAMROCK FARMS REAL. FRESH. IDEAS. |
| Registration Number: | 4659176 | SHAMROCK FOODS EXPO |
| Registration Number: | 5133500 | SO PURE. SO FRESH. SO SHAMROCK. |
| Registration Number: | 5275805 | GOLD CANYON MEAT CO. EST. 1971 |
| Registration Number: | 5275809 | GOLD CANYON MEAT CO. |
| Registration Number: | 5385176 | GOLD CANYON PREMIUM ANGUS |
| Registration Number: | 5390641 | EMERALD VALLEY RANCH |
| Registration Number: | 5390642 | EMERALD VALLEY RANCH |
| Registration Number: | 5398349 | MENU WIZARD |
| Registration Number: | 5434434 | SHAMROCK FARMS |
| Registration Number: | 5473482 | GOLD CANYON MEAT CO. EST. 1971 |

| Property Type | Number | Word Mark | |
|----------------------|----------|----------------------------------|--|
| Registration Number: | 5506590 | ARTISANAL PROVISIONS | |
| Serial Number: | 86854082 | SO PURE. SO FRESH. SO SHAMROCK. | |
| Serial Number: | 87396692 | PROSYSTEM | |
| Serial Number: | 87394072 | ROCKIN' LEAN | |
| Serial Number: | 87394085 | ROCKIN' PROTEIN | |
| Serial Number: | 87394094 | ROCKIN' REFUEL PROTEIN | |
| Serial Number: | 87396687 | KITCHENTELLIGENCE | |
| Serial Number: | 87633966 | FOUR LEAF NITRO COLD BREW | |
| Serial Number: | 87669562 | RESTAURANT 360 BY SHAMROCK FOODS | |
| Serial Number: | 87760728 | KITCHENTELLIGENCE | |
| Serial Number: | 87910085 | SHAMROCK FOODSERVICE WAREHOUSE | |
| Registration Number: | 1729605 | SHAMROCK FOODS COMPANY | |
| Registration Number: | 1730477 | | |
| Registration Number: | 1760897 | SHAMROCK FOODS | |
| Registration Number: | 1761590 | SHAMROCK FOODS COMPANY | |
| Registration Number: | 1761602 | SHAMROCK | |
| Registration Number: | 1826743 | SHAMROCK | |
| Registration Number: | 1846288 | SHAMROCK | |
| Registration Number: | 1848810 | SHAMROCK | |
| Registration Number: | 1859814 | SHAMROCK | |
| Registration Number: | 1922299 | | |
| Registration Number: | 2292306 | RATTLE SHAKE | |
| Registration Number: | 2292305 | RATTLE SHAKE | |
| Registration Number: | 3657930 | PIERPORT | |

CORRESPONDENCE DATA

Fax Number:

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.

Email: rrice@polsinelli.com
Correspondent Name: Rachel A. Rice

Address Line 1: 1401 Lawrence Street, Suite 2300

Address Line 4: Denver, COLORADO 80202

| NAME OF SUBMITTER: | Rachel A. Rice | |
|--------------------|------------------|--|
| SIGNATURE: | /Rachel A. Rice/ | |
| DATE SIGNED: | 10/11/2019 | |

Total Attachments: 33

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of September 30, 2019 ("<u>Release</u>"), is made by John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, as Collateral Agent ("<u>Collateral Agent</u>"), in favor of Shamrock Foods Company, an Arizona corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of April 13, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and the Amended and Restated Supplemental Security Agreement (Trademarks and Patents) dated as July 3, 2018 ("IP Security Agreement"), Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in the IP Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on August 2, 2018 at Reel 046695 Frame 0125 (on patents) and July 31, 2018 at Reel 6399 Frame 0163 (on trademarks).

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto:
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Collateral Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such IP Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the IP Collateral and/or release any interest in the IP Collateral conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company (U.S.A.),

as Collateral Agent

Name: (Jary) Peliciter

Vite: VP, Senior Managing Director

SHAMROUN FOODS COMPANY TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Schedule A

| Registration Number | Registration Date | Trademark Name | Trademark Description |
|---|----------------------|--------------------------------------|--|
| 1,618,160 | 10-16-90 | SHAMROCK FOODS COMPANY | Word Mark (Class 42) |
| 1,625,386 | 11-27-90 | SHAMROCK | Word Mark (Class 42) |
| 1,629,394 | 12-25-90 | SHAMROCK FOODS COMPANY and Design | Steel Steel Steel |
| anainain marain in i | | | (Class 42) |
| 1,922,288 | 09-26-95 | SHAMROCK FARMS | Word Mark (Class 30) |
| 3,932,926 | 13-07-95 | Design | |
| 2,011,418 | 10-29-96 | Design | (Class 30) (Class 30) (Class 30) |
| 2.184,191 | \$-25-98 | XTREME | Word Mark (Class 29) |
| 2,229,165 | 3-2-99 | TRIFOGLIO | Word Mark (Class 30) |
| 2,305;634 | 1-4-00 | TRIFOGLIO | Word Merk (Class 29) |
| 2,313,683 | 2-1-00 | Design | |

CHAR2\2189379v2

| Registration Date 2-8-00 | Trademark Name MMMILK and Design | Trademark Description |
|--------------------------------|---|---|
| 2-8-00 | MMMMILK and Design | |
| | *** | *** |
| 12-12-00 | Design | (Class 28) |
| 1-30-01 | SHAMROCK FARMS | (Class 29) Word Mark (Class 29) |
| 5-8-01 | EMERALD VALLEY RANCH | Word Mark (Class 29) |
| 5-8-61 | Design | (Class 29) |
| 01-08-02 | SHAMROCK | Word Mark (Class 29) |
| 05-04-04 | DELIVERING SATISFACTION | Word Mark (Class 35) |
| 01-04-05 | Design | |
| | | (Class 35) |
| 04-18-06 | SHAMROCK FARMS REAL FARM, REAL FRESH | Word Mark (Class 35) |
| 10-10-2006 | TRIFOGLIO | Word Mark (Class 29) |
| 11-28-06 | Design | * |
| 05-01-07 | TRIFOGLIO | (Class 29) Word Mark (Class 30) Word Mark (Class 16) |
| | 1-30-01 5-8-01 5-8-01 01-08-02 05-04-04 01-04-05 01-04-05 | 1-30-01 SHAMROCK FARMS 5-8-01 EMERALD VALLEY RANCH 5-8-61 Design 01-08-02 SHAMROCK 05-04-04 DELIVERING SATISFACTION 01-04-05 Design 04-18-06 SHAMROCK FARMS REAL FARM. REAL FRESH 10-10-2006 TRIFOGLIO 11-28-06 Design |

| 3.172.074 01-22-08 ENVIRABLE 3.460,825 05-25-12 SUREMEAT 3.523.530 10-28-08 SMARS FIT BOTTLE 3.524,703 16-28-08 SHAMROCKERS 3.656,059 07-14-09 Design 3.670,760 08-18-09 BOCKIN REPUBL 3.914,011 02-01-11 SAVORY VALLEY 3.914,013 62-01-11 GOLD CANYON 3.941,596 04-05-11 CAFE COMPLEMENTS 4.136,339 05-01-12 SHAMROCK FOODS FOODSERVICE WAREHOUSE 4.151,274 65-29-12 RYGAL CREST VARMS WHERE FRESSINESS COMPS NATURALLY | * 4 |
|---|--|
| 3,372,074 | |
| 3,372,074 | |
| 1,460,823 05-25-12 SURBHEAT 3,523,550 10-28-08 SMART VIT BOTTLE 3,524,703 10-28-08 SHAMROCKERS 3,656,059 07-14-09 Design | |
| 3,523,550 | (Class 30) Word Mark (Class 16) |
| 3.523.550 | Word Mark (Class 4) |
| 3,524,700 10-28-08 SHAMROCKERS 3,656,059 07-14-09 Design 3,670,760 08-18-09 ROCKIN'REPUBL 3,914,013 62-01-11 SAVORY VALLEY 3,914,013 02-01-11 GOLD CANYON 3,941,596 04-05-11 CAFA COMPLEMENTS 4,136,339 05-01-12 SHAMROCK FOODS FOODSERVICE WARRIGUSE 4,151,274 65-29-12 REGAL CREST FARMS WHERE FRESHNESS COMES NATURALLY. 4,177,064 07-17-12 GOLD CANYON GOURMET ANOUS. TASTE THE GOLD | Work Mark (Class 29) |
| 3,656,059 67-14-09 Design 3,670,760 08-18-09 ROCKIN REFUBL 3,914,013 02-01-11 SAVORY VALLEY 3,914,013 02-01-11 GOLD CANYON 3,941,396 64-03-11 CAFA COMPLEMENTS 4,136,339 05-01-12 SHAMROCK FOODS FOODSERVICE WAREHOUSE 4,151,274 65-29-12 REGAL CREST FARMS. WHERE FRESHNESS COMES NATURALLY. 4,177,064 07-17-12 GOLD CANYON GOURMET ANOUS. TASTE THE GOLD | rance di creci i provente a construir de la co |
| 3,670,760 68-18-09 BOCKIN REPUBL 3,914,013 62-01-11 SAVORY VALLEY 3,914,013 62-01-13 GOLD CANYON 3,94 5,96 94-85-11 CAFE COMPLEMENTS 4,136,339 95-01-12 SHAMROCK FOODS FOODSERVICE WARRIGUSE 4,151,274 65-29-12 REGAL CREST PARMS COMPS NATURALLY 4,177,964 07-17-12 GOLD CANYON GOURMET ANGUS TASTE THE GOLD | Word Mark (Class 29) |
| 3.914.013 | |
| 3 9 1 4 9 1 1 92 9 1 - 1 1 SAVORY VALLEY 3 9 1 4 9 1 3 9 6 94 - 95 - 1 CAP & COMPLEMENTS 4 1 3 6 1 3 9 95 - 91 - 1 2 SHAMROCK FOODS 5 FOODSERVICE WAREHOUSE 4 1 5 1 , 27 4 65 - 29 - 1 2 REGAL CREST FARMS WHERE FRESHNESS COMES NATURALLY. 4 1 7 7 9 9 4 97 - 17 - 12 GOLD CANYON GOURMET ANOUS. TASTE THE GOLD | (Cass 29) |
| 3.914.013 | Word Mark (Class 29) |
| 3.914.913 02.01-11 GOLD CANYON 3.941.596 64-05-11 CAPA COMPLEMENTS 4.136.339 65-01-12 SHAMBOCK FOODS FOODSERVICE WARRIOUSE 4.151.274 65-29-12 REGAL CREST FARMS. WHERE PRESHNESS COMPS NATURALLY. 4.177.964 07-17-12 GOLD CANYON GOURMET ANOUS. TASTE THE GOLD | Word Mark (Class 29) |
| 3,941,596 64-65-11 CAFE COMPLEMENTS 4,136,339 65-61-12 SHAMBOCK FOODS FOODSERVICE WARRHOUSE 4,151,274 65-29-12 REGAL CREST FARMS. WHERE PRESHNESS COMES NATURALLY. 4,177,964 67-17-12 GOLD CANYON GOURMET ANOUS. TASTE THE GOLD | Word Mark (Class 29) |
| 4,136,339 65-01-12 SHAMBOCK FOODS FOODSERVICE WAREHOUSE 4,151,274 65-29-12 REGAL CREST FARMS. WHERE FRESHNESS COMES NATURALLY. 4,177,064 07-17-12 GOLD CANYON GOURMET ANGUS. TASTE THE GOLD | Word Mark (Class 29) |
| WHERE PRESHNESS COMES NATURALLY. 4,177,064 07-17-12 GOLD CANYON GOURMET ANGUS. TASTE THE GOLD | Word Mark (Class 35) |
| GOURMET ANGUS. TASTE THE GOLD | Word Mark (Class 29) |
| \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | Woni Mark (Class 29) |
| 4,214,784 09-25-12 GOLD CANYON | Word Mark (Class 29) |
| 4,341,286 GS-28-1) GOLD CANYON GOURMET PORK and Design | (a) (C) 488 29) |

| Registration Number | Registration Date | RED US TRADEMARK API Trademark Name | Trademark Description |
|------------------------|---------------------------------------|--|-----------------------|
| 4,341,287 | (8-28-13 | GOLD CANYON GOURMET ANGUS and Design | (Class 29) |
| 4,477,204 | 62-04-14 | Design | Class 33 |
| 4,484,940 | 02-18-14 | BRITE'N GOLD | Word Mark (Class 29) |
| 4,484,989 | (02-18-14 | ASPENCALD | Word Mark (Class 29) |
| 4,488,054 | 02-24-14 | REGAL CREST FARMS | Word Mark (Class 29) |
| 4,490,885 | 03-04-14 | REGAL CREST FARMS and Design | (C) aug 29) |
| 4,538,402 | 98-27-14 | GOLD CANYON NATURAL RESERVE ANGUS | Word Mark (Class 29) |
| 4,655,916 | 12-16-14 | SHAMROCK FARMS REAL FRESH IDEAS, | Word Mark (Cluss 35) |
| 4,659,176 | 12-23-14 | SHAMROCK FOODS EXPO and Design | EXPO [®] |
| 3,133,500 | 1-31-2017 | SO PURE, SO FRESH, SO SHAMROCK, | Word Mark (Class 35) |
| 3,275,803 | 8-29-2017 | GOLD CANYON MEAT CO. and Design | (Class 40) |
| 3,275,809 | 8-29-2017 | GOLD CANYON MEAT CO. | Word Mark (Class 42) |
| 5,385,176 | 1-23-2018 | GOLD CANYON ANGUS and Design | |
| | i i i i i i i i i i i i i i i i i i i | # | (Class 29) |

| Registration Number | Registration Date | Trademark Name | Trademark Description |
|------------------------|----------------------|------------------------------------|-----------------------------------|
| 5,390,641 | 1-30-2018 | EMERALD VALLEY RANCH and Design | Exercis Ville Bases (Class 29) |
| 5,390,642 | 1-30-2018 | EMERALD VALLEY RANCH | Word Mark (Class 29) |
| 5,398,349 | 2-6-2018 | MENU WIZARD | Word Mark (Class 42) |
| 5,434,434 | 3-27-2018 | SHAMROCK FARMS | Word Mark (30) |
| 5,473,482 | 5-22-2014 | GOLD CANYON MEAT CO. and Design | |
| 5,506,390 | 7-3-2018 | ARTISANAL PROVISIONS and Design | (Class 29) |

| Serial Number | Status | Trademark | Trademark Description |
|---------------|-------------|-------------------------------------|------------------------------|
| | .73.004.003 | Name | ****************** |
| 86/854,082 | Pending | 50 PURE SO FRESH SO SHAMROCK | Werd Mark (Class 29) |
| \$77376,692 | Pending | PROSYSTEM and Design | (Class 5, 16, 21) |
| 87/394,072 | Pending | ROCKIN' LEAN | Word Mark (Class 29) |
| 87/394,085 | Pending | ROCKIN' PROTEIN | Word Mark (Class 29) |
| 87/394,094 | Pending | ROCKIN' REFUEL | Word Mark (Class 29) |
| 87/396,687 | Pending | KITCHENTELLIGENCE | Word Mark (Class 35, 42, 43) |
| 87/633,966 | Pending | POUR LEAF NITRO | Word Mark (Class 30) |
| S | | COLD BREW | |
| 87/669,362 | Pending | KESTAURANT 360 BY SHAMROCK FOODS | Word Mark (Class 35) |

| Scrial Number | Status | Trademark Name | Trademark Description |
|---------------------|---------|--------------------------------------|---|
| \$7/760,728 | Pending | KITCHENTELLIGHNCE and Design | XITCHENTELLIGENCE (Class 35, 42, 43) |
| \$ 7/910,085 | Pending | SHAMROCK FOODSERVICE WAREHOUSE | Word Mark (class 35) |

| REGISTERED FOREIGN TRADEMARKS | | | | |
|-------------------------------|------------------------|---|-----------------------|--|
| Country | Registration Number | Trademark Name | Trademark Description | |
| WIPO | (,239,310 | SHAMROCK PARMS | Word Mark (Class 29) | |
| China | 1,259,310 | SHAMROCK FARMS | Word Mark (Class 29) | |
| Mexico | 1,259,310 | SHAMBOCK FARMS | Word Mark (Class 29) | |
| hilippines | 1,259,310 | SHAMROCK PARMS | Word Mark (Class 29) | |
| WIFO | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | |
| China | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | |
| Mexico | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | |
| hilippines | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | |
| Mexico | 1,809,783 | GOLD CANYON MEAT | Word Mark (Class 40) | |
| Mexico | 1,809,784 | GOLD CANYON MEAT | Franklind) | |
| | | CO, and Design | | |
| | | | (Class 40) | |
| Mexico | 1,868,139 | GOLD CANYON MEAT CO. EST 1971 and Design | | |
| | | | (Class 29) | |
| Mexico | 1,368,140 | GOLD CANYON PREMIUM ANGUS and Design | | |
| | | | (Class 29) | |
| Mexico | 1,873,395 | KITCHENTRLLIGENCE | Word Mark (Class 43) | |
| Mexico | 1,873,396 | KITCHENTELLIGENCE | Word Mark (Class 35) | |
| Mexico | 1.842,355 | KITCHENTELLIGENCE | Word Mark (42) | |
| WIPO | 1,362,013 | SHAMROCK FARMS | Word Mark (Class 30) | |

| | PENDINGF | OREIGN TRADI | MARKA | PPLICATIONS | |
|--|-------------------|--------------|--------|-------------|-------------|
| Section of the sectio | Application | Frademari | ١. | Trademark l | Description |
| Mexico | Number 2638299 | RESTAURANT: | 160 BY | Word Mark | (Class 35) |
| | 2,24,4. | SHAMROCK F | DODS [| | |

| Country | Application Number | Trademark Name | Trademark Description |
|-------------|-----------------------|------------------------------------|-----------------------|
| Mexico | 2022317 | ARTISANAL PROVISIONS and Design | (Class 35) |
| Mexico | | SHAMROOK FARMS | Word Mark (Class 30) |
| China | | SHAMROCK FARMS | Word Mark (Class 30) |
| Philippines | | SHAMROX FARMS | Word Mark (Class 30) |
| Mexico | 1986116 | EMERALD VALLEY RANCH | Word Mark (Cisss 29) |
| Mexico | 1985999 | EMERALD VALLEY BANCH and Design | ERCENT VALLEY BARD |

| Country | Application | Patent Nombre | Litie Issue Date |
|---------|-------------|-------------------|--|
| 18 | 14/0/08,362 | 9,425,983 | Crash Prevention System for a Machine 08-16-16 |
| | | S. (200-1-1), 11- | Storage and Retrieval Machine |

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

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NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto:
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Collateral Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such IP Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the IP Collateral and/or release any interest in the IP Collateral conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company (U.S.A.),

as Collateral Agent

Name: (Jary) Peliciter

Vite: VP, Senior Managing Director

SHAMROUN FOODS COMPANY TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Schedule A

| | REGISTERED U.S. TRADEMARK APPLICATIONS | | | | |
|------------------------|--|--------------------------------------|--|--|--|
| Registration Number | Registration Date | Trademark Name | Trademark Description | | |
| 1,618,160 | 10-16-90 | SHAMROCK FOODS COMPANY | Word Mark (Class 42) | | |
| 1,625,386 | 11-27-90 | SHAMROCK | Word Mark (Class 42) | | |
| 1,629,594 | 12-25-90 | SHAMROCK FOODS COMPANY and Design | | | |
| | | | (Class 42) | | |
| 1,729,605 | 11-3-92 | SHAMROCK FOODS COMPANY and Design | A State of the sta | | |
| | | | (Class 29) | | |
| 1,730,477 | 11-10-92 | Design | | | |
| | | | (Class 1 & 30) | | |
| 1,760,897 | 3-30-93 | SHAMROCK FOODS and Design | | | |
| | . | | (Class 3) | | |
| 1,761,590 | 3-30-93 | SHAMROCK FOODS COMPANY and Design | Martin Commen | | |
| | | | (Class 31) | | |

| | REGISTERED U.S. TRADEMARK APPLICATIONS | | | | |
|------------------------|--|---------------------|----------------------------------|--|--|
| Registration Number | Registration Date | Trademark Name | Trademark Description | | |
| 1,761,602 | 3-30-93 | SHAMROCK and Design | | | |
| 1,826,743 | 3-15-94 | SHAMROCK and Design | (Class 32) | | |
| 1,846,288 | 7-19-94 | SHAMROCK and Design | (Class 3 & 5) | | |
| 1,848,810 | 8 -9-94 | SHAMROCK and Design | (Class 29) (Class 2, 29 & 30) | | |
| 1,859,814 | 10-25-94 | SHAMROCK and Design | (Class 29 & 30) | | |
| 1,922,298 | 09-26-95 | SHAMROCK FARMS | Word Mark (Class 30) | | |
| 1,922,299 | 09-26-95 | Design | (Class 30) | | |

| | REGISTERED U.S. TRADEMARK APPLICATIONS | | | | |
|------------------------|--|----------------------------|------------------------------------|--|--|
| Registration Number | Registration Date | Trademark Name | Trademark Description | | |
| 1,932,926 | 11-07-95 | Design | | | |
| 2,011,418 | 10-29-96 | Design | (Class 30) | | |
| 2,184,191 | 8-25-98 | XTREME | (Class 30) Word Mark (Class 29) | | |
| 2,229,165 | 3-2-99 | TRIFOGLIO | Word Mark (Class 30) | | |
| 2,292,306 | 11-16-99 | RATTLE SHAKE | Word Mark (Class 29) | | |
| 2,292,305 | 11-16-99 | RATTLE SHAKE and Design | (Class 29) | | |
| 2,305,634 | 1-4-00 | TRIFOGLIO | Word Mark (Class 29) | | |
| 2,313,683 | 2-1-00 | Design | A A A Class 29 | | |
| 2,315,949 | 2-8-00 | MMMMILK and Design | (Class 29) | | |
| 2,412,585 | 12-12-00 | Design | (Class 29) | | |

| | REGISTERED U.S. TRADEMARK APPLICATIONS | | | | |
|--|--|--|--|--|--|
| Registration Number | Registration Date | Trademark Name | Trademark Description | | |
| 2,425,043 | 1-30-01 | SHAMROCK FARMS | Word Mark (Class 29) | | |
| 2,449,115 | 5-8-01 | EMERALD VALLEY RANCH | Word Mark (Class 29) | | |
| 2,449,116 | 5-8-01 | Design | | | |
| 2.526.483 | 01-08-02 | SHAMROCK | (Class 29) Word Mark (Class 29) | | |
| 2,839,233 | 05-04-04 | DELIVERING SATISFACTION | Word Mark (Class 35) | | |
| 2,916,744 | 01-04-05 | Design | | | |
| | | | (Class 35) | | |
| 3,081,922 | 04-18-06 | SHAMROCK FARMS REAL FARM, REAL FRESH | Word Mark (Class 35) | | |
| 3,177,653 | 11-28-06 | Design | | | |
| | | | (Class 29) | | |
| 3,237,992 | 05-01-07 | TRIFOGLIO | Word Mark (Class 30) | | |
| 3,268,944 3,340,797 | 07-24-07 11-20-07 | SMART SOLUTIONS Design | Word Mark (Class 16) | | |
| ananananananananananananananananananan | N | 20.8.58.58.98.98.48.46. | (Class 3) | | |
| 3,372,074 | 01-22-08 | ENVIRABLE | Word Mark (Class 16) | | |
| 3,460,825 3,523,550 | 05-29-12 10-28-08 | SUREHEAT SMART FIT BOTTLE | Word Mark (Class 4) Work Mark (Class 29) | | |
| 3,524,703 | 10-28-08 | SHAMROCKERS | ······································ | | |
| | 11 | | Word Mark (Class 29) | | |

| REGISTERED U.S. TRADEMARK APPLICATIONS Registration Registration Trademark Trademark Description | | | | |
|--|----------|---|---|--|
| Number | Date | Name | e s veres esems ab ded ne s tips s 1988 | |
| 3,656,059 | 07-14-09 | Design | | |
| | | | (Class 29) | |
| 3,657,930 | 07-21-09 | PIERPORT | Word Mark (Class 29) | |
| 3,670,760 | 08-18-09 | ROCKIN' REFUEL | Word Mark (Class 29) | |
| 3,914,011 | 02-01-11 | SAVORY VALLEY | Word Mark (Class 29) | |
| 3,914,013 | 02-01-11 | GOLD CANYON | Word Mark (Class 29) | |
| 3,941,596 | 04-05-11 | CAFE COMPLEMENTS | Word Mark (Class 29) | |
| 4,136,339 | 05-01-12 | SHAMROCK FOODS FOODSERVICE WAREHOUSE | Word Mark (Class 35) | |
| 4,151,274 | 05-29-12 | REGAL CREST FARMS WHERE FRESHNESS COMES NATURALLY | Word Mark (Class 29) | |
| 4,177,064 | 07-17-12 | GOLD CANYON GOURMET ANGUS TASTE THE GOLD STANDARD | Word Mark (Class 29) | |
| 4,214,784 | 09-25-12 | GOLD CANYON | Word Mark (Class 29) | |
| 4,341,286 | 05-28-13 | GOLD CANYON GOURMET PORK and Design | (Class 29) | |
| 4,341,287 | 05-28-13 | GOLD CANYON GOURMET ANGUS and Design | (Class 29) | |
| 4,477,204 | 02-04-14 | Design | ₹(Class 3) | |
| 4,484,940 | 02-18-14 | BRITE 'N GOLD | Word Mark (Class 29) | |
| 4,484,989 | 02-18-14 | ASPENGOLD | Word Mark (Class 29) | |
| 4,488,054 | 02-24-14 | REGAL CREST FARMS | Word Mark (Class 29) | |

| Registration Number | Registration Date | Trademark Name | Trademark Description |
|------------------------|----------------------|---|----------------------------|
| 4,490,885 | 03-04-14 | REGAL CREST FARMS and Design | (G) (Class 29) |
| 4,538,402 | 05-27-14 | GOLD CANYON NATURAL RESERVE ANGUS | Word Mark (Class 29) |
| 4,655,916 | 12-16-14 | SHAMROCK FARMS REAL FRESH IDEAS | Word Mark (Class 35) |
| 4,659,176 | 12-23-14 | Design | EXPO (Class 35) |

| | PENDING U.S. TRADEMARK APPLICATIONS | | | | |
|---------------|-------------------------------------|------------------------------------|---------------------------------------|--|--|
| Serial Number | Status | Trademark Name | Trademark Description | | |
| 86/854,082 | Pending | SO PURE. SO FRESH. SO SHAMROCK. | Word Mark (Class 29) | | |
| 87/299,061 | Pending | GOLD CANYON MEAT CO. | Word Mark (Class 40) | | |
| 87/299,041 | Pending | Design | (Class 40) | | |
| 87/312,055 | Pending | SHAMROCK FARMS | Word Mark (Class 30) | | |
| 87/396,692 | Pending | Design | PROSYSTEM (Class 5, 16, 21) | | |
| 87/396,687 | Pending | KITCHENTELLIGENCE | Word Mark (Class 35, 43) | | |
| \$7/394,072 | Pending | ROCKIN LEAN | Word Mark (Class 29) | | |
| 87/394,085 | Pending | ROCKIN' PROTEIN | Word Mark (Class 29) | | |
| 87/394,094 | Pending | ROCKIN' REFUEL | Word Mark (Class 29) | | |

| *************************************** | FOREIGN TRADEMARKS | | | | |
|---|------------------------|-------------------|-----------------------|--|--|
| Country | Registration Number | Trademark Name | Trademark Description | | |
| WIPO | 1,259,310 | SHAMROCK FARMS | Word Mark (Class 29) | | |
| China | 1,259,310 | SHAMROCK FARMS | Word Mark (Class 29) | | |
| Mexico | 1,259,310 | SHAMROCK FARMS | Word Mark (Class 29) | | |
| Philippines | 1,259,310 | SHAMROCK FARMS | Word Mark (Class 29) | | |
| WIPO | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | | |
| China | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | | |
| Mexico | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | | |
| Philippines | 1,254,018 | ROCKIN' REFUEL | Word Mark (Class 29) | | |

| | | | ED PATENTS | |
|---------|----------------------|-----------|---------------------------------------|------------|
| Country | | rancur | 2 313C | Issue Date |
| US | Number 14/068.362 | 9.425.983 | Crash Prevention System for a Machine | 08-16-16 |
| | | . , , | Storage and Retrieval Machine | |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 ("Release"), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent ("Collateral Agent"), in favor of Shamrock Foods Company, an Arizona corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 ("Trademark Security Agreement"), Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on February 19, 2002 at Reel 2460 Frame 0963.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company.

as Collateral Agent

Name: Gust Delletier/ Title: VP (Senior Managing Director

Schedule A (Only recorded against U.S. Trademark No. 2449115 (EMERALD VALLEY RANCH))

| Rogissississ Scottler | editor Hiller | Equifornia de la Companio del Companio del Companio de la Companio | Egentyant la Beneription |
|--------------------------|------------------|--|---|
| 1,618,160 | 10-16-90 | SHAMROCK FOODS COMPANY | Word Mark (Class 42) |
| 1,625,386 | 11-27-90 | SHAMROCK | Word Mark (Class 42) |
| 1,629,594 | 12-25-90 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42) |
| 1,729,605 | 11-3-92 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shameock Design plus words, letters and/or mumbers. (Class 29) |
| 1,730,477 | 11-10-92 | Design | Split Leaf Shamrock Design (Class 1 & 30) |
| 1,760,897 | 3-30-93 | SHAMROCK FOODS and Design | Split Leaf Shumrock Design plus words, letters and/or numbers. (Class 3) |
| 1,761,590 | 3-30-93 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31) |
| 1,7 61 ,602 | 3-30-93 | SHAMROCK and Design | Solit Leaf Shamrock Design plus words, letters and/or numbers (Class 32) |
| 1,826,743 | 3-15-94 | SHAMROCK and Design | Split Leaf Shannock Design plus words, letters and/or numbers (Class 3 & 5) |
| 1,846,288 | 7-19-94 | SHAMROCK and Design | Split Leaf Shannock Design plus words, letters und/or numbers (Class 29) |
| 1,848,810 | 8.9.94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 2, 29 & 30) |
| 1,859,814 | 10-25-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30) |
| 1,922,298 | 9-26-95 | SHAMROCK FARMS | Word Mark (Class 30) |
| 1,922,299 | 9-26-95 | Design | Design of Snowman with Popsicle (Class 30) |
| 1,932,926 | 11-7-95 | Design | Design of Cow (Class 30) |
| 2,011,418 | 10-29-96 | Design | Design of Partial Cow (Class 30) |
| 2,184,191 | 8-25-98 | XTREME | Word Mark (Class 29) |
| 2,229,165 | 3-2-99 | TRIFOGLIO | Word Mark (Class 30) |
| 2,292,306 | 11-16-99 | RATTLE SHAKE | Word Mark (Class 29) |

| September 1 | Janes State | Gradenatik Graden | Express probable |
|-------------|----------------|-------------------------|---|
| 2,292,305 | 11-16-99 | RATTLE SHAKE and Design | Design plus words, letters and /or numbers (Class 79) |
| 2,305,634 | 1-4-00 | TRIFOGLIO | Word Mark (Class 29) |
| 2,313,683 | 2-1-00 | Design | Design of Milk Splash (Class 29) |
| 2,315,949 | 2-8-00 | MMMMILK and Design | Design of Milk Splash plus words, letters, and/or numbers (Class 29) |
| 2,412,585 | 12-12-00 | Design | Design of Cow (Class 29) |
| 2,425,043 | 1-30-01 | SHAMROCK FARMS | Word Mark (Class 29) |
| 2,449,115 | 5-8-01 | EMERALD VALLEY RANCH | Word Mark (Class 29) |
| 2,449,116 | 5-8-01 | Design | Design of Man on Horse within a Triangle (Class 29) |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 ("Release"), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent ("Collateral Agent"), in favor of Shamrock Foods Company, an Arizona corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 ("Trademark Security Agreement"), Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on February 12, 2002 at Reel 2413 Frame 0563.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company.

as Collateral Agent

Name: Gust Delletier/ Title: VP (Senior Managing Director

Schedule A

(Only recorded against U.S. Trademark No. 2526483 (SHAMROCK))

| Registration Number | Isote Date | Frødenark Som | Probaser's Description |
|------------------------|---------------|--------------------------------------|--|
| 1,618,160 | 10-16-90 | SHAMROCK FOODS COMPANY | Word Mark (Class 42) |
| 1,625,386 | 11-27-90 | SHAMROCK | Word Mark (Class 42) |
| 1,629,594 | 12-25-90 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shanmock Design plus words, letters and/or numbers (Class 42) |
| 1,729,605 | 11-3-92 | SHAMROCK FOODS COMPANYand Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29) |
| 1,730,477 | 13-10-92 | Design | Split Leaf Shamrock Design (Class 1 & 30) |
| 1,760,897 | 3-30-93 | SHAMROCK FOODS and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3) |
| 1,761,390 | 3-30-93 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31) |
| 1,761,602 | 3-30-93 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32) |
| 1,826,743 | 3-15-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5) |
| 1,846,288 | 7-19-94 | SHAMROCK and Design | Split Leaf Shanrock Design plus words, letters and/or numbers (Class 29) |
| 1,848,810 | 8-9-94 | SHAMROCK and Design | Split Leaf Sharmock Design plus words, letters and/or numbers. (Class 2, 29 & 30) |
| 1,859,814 | 10-25-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30) |
| 1,922,298 | 9-26-95 | SHAMROCK FARMS | Word Mark (Class 30) |
| 1,922,299 | 9-26-95 | Design | Design of Snowman with Popsicle (Class 30) |
| 1,932,926 | 11-7-95 | Design | Design of Cow (Class 30) |
| 2,011,418 | 10-29-96 | Design | Design of Partisl Cow (Class 30) |
| 2,184,191 | 8-25-98 | XTREME | Word Mark (Class 29) |
| 2,229,165 | 3-2-99 | TRIFOGLIO | Word Mark (Class 30) |
| 2,292,306 | 11-16-99 | RATTLE SHAKE | Word Mark (Class 29) |

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| Registration Number | Issue Date | Trademark Nume | Testenack Description |
|------------------------|---------------|-------------------------|---|
| 2,292,305 | 11-16-99 | RATTLE SHAKE and Design | Design plus words, letters and /or numbers (Class 29) |
| 2,305,634 | 1-4-00 | TRIFOGLIO | Word Mark (Class 29) |
| 2,313,683 | 2-1-00 | Design | Design of Milk Splash (Class 29) |
| 2,315,949 | 2-8-00 | MMMMILK and Design | Design of Milk Splash plus words, letters, and/or numbers (Class 29) |
| 2,412,585 | 12-12-00 | Design | Design of Cow (Class 29) |
| 2,425,043 | 01-30-01 | SHAMROCK FARMS | Word Mark (Class 29) |
| 2,449,115 | 5-8-01 | EMERALD VALLEY RANCH | Word Mark (Class 29) |
| 2,449,116 | 5-8-01 | Design | Design of Man on Horse within a Triangle (Class 29) |
| 2,526,483 | 1-8-02 | SHAMROCK | Word Mark (Class 29) |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 ("Release"), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent ("Collateral Agent"), in favor of Shamrock Foods Company, an Arizona corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 ("Trademark Security Agreement"), Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on August 7, 2001 at Reel 2349 Frame 0100.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company.

as Collateral Agent

Name: Gust Delletier/ Title: VP (Senior Managing Director

Schedule A

 $(Only\ recorded\ against\ U.S.\ Trademark\ Nos.\ 2449155\ (DATASPORT),\ 2449116\ (Design\ Only),\ 2425043\ (SHAMROCK\ FARMS),\ and\ 2412585\ (Design\ Only))$

| Registration Number | Issue Date | Trademark Name | Trademark Description |
|------------------------|---------------|--------------------------------------|--|
| 1,618,160 | 10-16-90 | SHAMROCK FOODS COMPANY | Word Mark (Class 42) |
| 1,625,386 | 11-27-90 | SHAMROCK | Word Mark (Class 42) |
| 1,629,594 | 12-25-90 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42) |
| 1,729,605 | 11-3-92 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29) |
| 1,730,477 | 11-10-92 | Design | Split Leaf Shamrock Design (Class I & 30) |
| 1,760,897 | 3-30-93 | SHAMROCK FOODS and Design | Split Leaf Shanarock Design plus words, letters and/or numbers (Class 3) |
| 1,761,590 | 3-30-93 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31) |
| 1,761,602 | 3-30-93 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32) |
| 1,826,743 | 3-15-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5) |
| 1,846,288 | 7.19.94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29) |
| 1,848,810 | 8-9-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers. (Class 2, 29 & 30) |
| 1,859,814 | 10-25-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30) |
| 1,922,298 | 9-26-95 | SHAMROCK FARMS | Word Mark (Class 30) |
| 1,922,299 | 9-26-95 | Design | Design of Snowman with Popsicle (Class 30) |
| 1,932,926 | 11-7-95 | Design | Design of Cow (Class 30) |
| 2,011,418 | 10-29-96 | Design | Design of Partial Cow (Class 30) |
| 2,184,191 | 8-25-98 | XTREME Word Mark (Class 29) | |
| 2.229,165 | 3.2.99 | TRIFOGLIO | Word Mark (Class 30) |
| 2,292,306 | 11-16-99 | RATTLE SHAKE | Word Mark (Class 29) |

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| Registration Number | Issue Date | Trademark Name | Trademark Description |
|------------------------|---------------|-------------------------|---|
| 2,292,305 | 11-16-99 | RATTLE SHAKE and Design | Design plus words, letters and /or numbers (Class 29) |
| 2,305,634 | 1-4-00 | TRIFOGLIO | Word Mark (Class 29) |
| 2,313,683 | 2-1-(8) | Design | Design of Milk Splash (Class 29) |
| 2,315,949 | 2-8-00 | MMMMILK and Design | Design of Milk Splash plus words, letters, and/or numbers (Class 29) |
| 2,412,585 | 12-12-00 | Design | Design of Cow (Class 29) |
| 2,425,043 | 01-30-01 | SHAMROCK FARMS | Word Mark (Class 29) |
| 2,449,155 | 05-8-01 | EMERALD VALLEY RANCH | Word Mark (Class 29) |
| 2,449,116 | 05-8-01 | Design | Design of Man on Horse within a Triangle (Class 29) |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 ("Release"), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent ("Collateral Agent"), in favor of Shamrock Foods Company, an Arizona corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 ("Trademark Security Agreement"), Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on July 25, 2000 at Reel 2121 Frame 0462.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company.

as Collateral Agent

Name: Gust Delletier/ Title: VP (Senior Managing Director

SHAMROCK FOODS COMPANY TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Schedule A

| Registration Number | Issue Date | Trademark Name | Trademark Description |
|------------------------|---------------|--|--|
| 1,618,160 | 10-16-90 | SHAMROCK FOODS Word Mark (Class 42) COMPANY | |
| 1,625,386 | 11-27-90 | SHAMROCK | Word Mark (Class 42) |
| 1,629,594 | 12-25-90 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42) |
| 1,729,605 | 11-3-92 | SHAMROCK FOODS COMPANYand Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29) |
| 1,730,477 | 11-10-92 | Design | Split Leaf Shamrock Design (Class 1 & 30) |
| 1,760,897 | 3-30-93 | SHAMROCK FOODS and Design | Split Leaf Shamrock Design plus words, letters and/or numbers. (Class 3) |
| 1,761,590 | 3-30-93 | SHAMROCK FOODS COMPANY and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31) |
| 1,761,602 | 3-30-93 | SHAMROCK and Design | Split Leaf Shamrock Design plus words. leners and/or numbers (Class 32) |
| 1,826,743 | 3-15-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers. (Class 3 & 5) |
| 1,846,288 | 7-19-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29) |
| 1.848.810 | 8-9-94 | SHAMROCK and Design Split Leaf Shamrock Design p letters and/or numbers (Class 30) | |
| 1,859,814 | 10-25-94 | SHAMROCK and Design | Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30) |
| 1,922,298 | 9-26-95 | SHAMROCK FARMS | Word Mark (Class 30) |
| 1,922,299 | 9-26-95 | Design Design of Snowman wit (Ciass 30) | |
| 1,932,926 | 11-7-95 | Design Design of Cow (Class 2 | |
| 2,011,418 | 10-29-96 | Design Design of Partial Cow (Class | |
| 2,184,191 | 8-25-98 | XTREME Word Mark (Class 29) | |
| 2,229,165 | 3-2-99 | TRIFOGLIO | Word Mark (Class 30) |

| Registration Number | Issue Date | Trademark Name | Trademark Description |
|------------------------|---------------|-------------------------|---|
| 2,292,306 | 11-16-99 | RATTLE SHAKE | Word Mark (Class 29) |
| 2,292,305 | 11-16-99 | RATTLE SHAKE and Design | Design plus words, letters and /or numbers (Class 29) |
| 2,305,634 | 1-4-00 | TRIFOGLIO | Word Mark (Class 29) |
| 2,313,683 | 2-1-00 | Design | Design of Milk Splash (Class 29) |
| 2,315,949 | 2-8-00 | MMMMILK and Design | Design of Milk Splash plus words, letters, and/or numbers (Class 29) |

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RECORDED: 10/11/2019