

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553517

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
John Hancock Life Insurance Company		09/30/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shamrock Foods Company		
<b>Street Address:</b>	3900 E CAMELBACK RD		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85018		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1618160	SHAMROCK FOODS COMPANY	
<b>Registration Number:</b>	1625386	SHAMROCK	
<b>Registration Number:</b>	1629594	SHAMROCK FOODS COMPANY	
<b>Registration Number:</b>	1729605	SHAMROCK FOODS COMPANY	
<b>Registration Number:</b>	1730477		
<b>Registration Number:</b>	1760897	SHAMROCK FOODS	
<b>Registration Number:</b>	1761590	SHAMROCK FOODS COMPANY	
<b>Registration Number:</b>	1761602	SHAMROCK	
<b>Registration Number:</b>	1826743	SHAMROCK	
<b>Registration Number:</b>	1846288	SHAMROCK	
<b>Registration Number:</b>	1848810	SHAMROCK	
<b>Registration Number:</b>	1859814	SHAMROCK	
<b>Registration Number:</b>	1922298	SHAMROCK FARMS	
<b>Registration Number:</b>	1922299		
<b>Registration Number:</b>	1932926		
<b>Registration Number:</b>	2011418		
<b>Registration Number:</b>	2184191	XTREME	
<b>Registration Number:</b>	2229165	TRIFOGLIO	
<b>TRADEMARK</b>			

CH \$715.00 1618160

Property Type	Number	Word Mark
Registration Number:	2292306	RATTLE SHAKE
Registration Number:	2292305	RATTLE SHAKE
Registration Number:	2305634	TRIFOGLIO
Registration Number:	2313683	
Registration Number:	2315949	MMMMILK
Registration Number:	2425043	SHAMROCK FARMS
Registration Number:	2412585	
Registration Number:	2449116	
Registration Number:	2526483	SHAMROCK
Registration Number:	2449115	EMERALD VALLEY RANCH

**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.*

**Phone:** 3035838224  
**Email:** rrice@polsinelli.com  
**Correspondent Name:** Rachel A. Rice  
**Address Line 1:** 1401 Lawrence Street  
**Address Line 2:** Suite 2300  
**Address Line 4:** Denver, COLORADO 80202

<b>NAME OF SUBMITTER:</b>	Rachel A. Rice
<b>SIGNATURE:</b>	/Rachel A. Rice/
<b>DATE SIGNED:</b>	12/16/2019

**Total Attachments: 14**

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## **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 (“USPTO”) 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. Defined Terms.** 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

By: 

Name: Gary Jelletier

Title: VP, Senior Managing Director

**Schedule A**

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

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 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, 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)

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	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 (“USPTO”) 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. Defined Terms.** 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

By: 

Name: Gary Jelletier

Title: VP, Senior Managing Director

## Schedule A

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

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)
1,629,394	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 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, 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)



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	2-1-00	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 (“USPTO”) 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. Defined Terms.** 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

By: 

Name: Gary Jelletier

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)
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1,760,897	3-30-93	SHAMROCK FOODS and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3)
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2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)

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	2-1-00	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)
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**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) 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:

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- (c) represents and warrants that it has full authority to execute and deliver this Release; and
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Collateral Agent:

John Hancock Life Insurance Company,  
as Collateral Agent

By: 

Name: Gary Jelletier

Title: VP, Senior Managing Director

**Schedule A**

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<b>Registration Number</b>	<b>Issue Date</b>	<b>Trademark Name</b>	<b>Trademark Description</b>
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