

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abacus Finance Group, LLC, as Administrative Agent		01/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Drew's LLC		
Street Address:	926 Vermont Rt. 103		
City:	South Chester		
State/Country:	VERMONT		
Postal Code:	05143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87480862	DREW'S ORGANICS	
Serial Number:	85126822	CHEF CREATED...NATURE INSPIRED!	
Serial Number:	78875731	DREW'S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	01/08/2020		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) dated as of January 7, 2020, from Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), in favor of Drew’s LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of October 29, 2013 (the “Trademark Security Agreement”), the Administrative Agent was granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) from the Grantor (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the “USPTO”) on October 1, 2018 at Reel/Frame 6473/0697; and

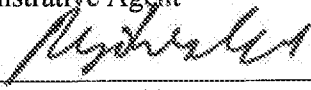
WHEREAS, the Administrative Agent now wishes to release its liens on, and security interests in, the Trademark Collateral in the Trademark Security Agreement, including, without limitation, the trademarks as set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Administrative Agent hereby states as follows:

1. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, including any associated goodwill or common law rights, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to the Grantor.
2. Recordation. The Grantor or their authorized agent is authorized to record this Agreement with the USPTO.
3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.
4. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor, and at Grantor’s cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

ABACUS FINANCE GROUP, LLC,
as Administrative Agent


By: 

Name: Rafal Rydzewski

Title: Vice President

Schedule A

TRADEMARK REGISTRATIONS

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Drew's, LLC	DREW'S ORGANICS Logo 	87/480,862	5,460,612	06/08/2017	05/01/2018
Drew's, LLC	CHEF CREATED...NATUR E INSPIRED	85/126,822	3,961,293	09/10/2010	05/17/2011
Drew's, LLC	DREW'S	78/875,731	3,274,875	05/03/2006	08/07/2007