

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Horizon Bank	FORMERLY First Tennessee Bank	04/29/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Peter DeFries Corporation		
Street Address:	8525 Jefferson St NE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87113		
Entity Type:	Corporation: NEW MEXICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1357305	DION'S	
Registration Number:	5350125	DION'S	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	ipdocket@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	13602.00081		
NAME OF SUBMITTER:	Simone T. Raess		
SIGNATURE:	/Simone T. Raess/		
DATE SIGNED:	06/18/2020		
Total Attachments: 3			
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NOTICE OF RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is retroactively effective as of April 29, 2020 ("Effective Date"), by and between First Horizon Bank, formerly known as First Tennessee Bank National Association ("Lender"), in favor of Peter DeFries Corporation, a New Mexico corporation ("Borrower").

WHEREAS, pursuant to the terms and conditions of the Security Agreement dated as of June 24, 2019 (the "Security Agreement"), Borrower granted, pledged, and conveyed to Lender a lien on and security interest in all of Borrower's right, title, and interest in and to the Collateral (as defined in the Security Agreement, the "Collateral");

WHEREAS, the secured interest of Lender in U.S. Trademark Registration DION'S and Design (U.S. Application No. 73/484,228, now Registration No. 1,357,305) was recorded with the United States Patent and Trademark Office ("USPTO") at Reel 6722, Frame 0748;

WHEREAS, the secured interest of Lender in U.S. Trademark Registration DION'S (U.S. Application No. 87/440,153, now Registration No. 5,350,125) was recorded with the United States Patent and Trademark Office ("USPTO") at Reel 6722, Frame 0748;

WHEREAS, Lender has agreed to release its lien on all of the Collateral, including but not limited to, the trademark registrations listed on Schedule A hereto (collectively, the "Released Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby covenants and agrees as follows:

1. Lender's mortgage, pledge, and hypothecation and lien on, and security interest in, the Released Trademark Collateral is hereby terminated, extinguished, canceled, discharged and released.

2. To the extent Lender retains any such interest, Lender hereby assigns, transfers, quit claims, relinquishes and conveys to Borrower, all of Lender's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage, lien and continuing security interest and collateral assignment in the Released Trademark Collateral.

3. Lender shall take all further actions, and provide to Borrower 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 Borrower, and at Borrower's cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

4. This Release shall be construed in accordance with and governed by the laws of the state of Arizona without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

5. Lender authorizes and requests the Commissioner of the USPTO and any other applicable governmental authority to record this Release.

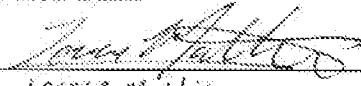
6. Delivery of an executed signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed signature page of this Release.

[Notice of Release of Security Interest in Trademarks]

IN WITNESS WHEREOF, the Lender has caused this Notice of Release to be duly executed as of the date first set forth above.


LENDER:

First Horizon Bank

By: 
Name: Louise Mattix
Title: Its Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations

Trademark	Country	Application No. (Filing Date)	Reg. No. (Reg. Date)
	U.S.	73/484,228 (June 8, 1984)	1,357,305 (August 27, 1985)
DION'S	U.S.	87/440,153 (May 8, 2017)	5,350,125 (December 5, 2017)