

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank dba Pacific Western Business Finance	FORMERLY CapitalSource Business Finance Group	10/23/2020	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Birch Benders, LLC		
Street Address:	3316 Tejon St., Unit 107		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80211		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4371760	BIRCH BENDERS	
Registration Number:	4605151	BIRCH BENDERS MICRO PANCAKERY	
Registration Number:	5762992	MICRO-PANCAKERY	
Serial Number:	85793366	BIRCH BENDERS MICRO-PANCAKERY	
Serial Number:	86471454	PROTEIN NUT	
Serial Number:	86471635	HEALTH NUT	
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>			
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 KING STREET, STE 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
SIGNATURE:	/Bassam N. Ibrahim/		
DATE SIGNED:	10/23/2020		
Total Attachments: 5			

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of October 23, 2020 (the "Effective Date"), is made by Pacific Western Bank dba Pacific Western Business Finance, a California state-chartered bank (successor to CapitalSource Business Finance Group, a dba of BFI Business Finance), as lender (the "Lender") under the Loan and Security Agreement referred to below in favor of Birch Benders, LLC, a Colorado limited liability company (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 30, 2018 (as amended by that certain First Modification to Loan and Security Agreement, dated as of January 9, 2019, that certain Second Modification to Loan and Security Agreement, dated as of April 13, 2020 and effective as of April 15, 2020 and as may have been further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and between the Pledgor and Lender, the Pledgor granted a security interest to the Lender in and to certain collateral;

WHEREAS, pursuant to the Loan and Security Agreement, the Pledgor executed and delivered that certain Intellectual Property Security Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), for recording with the United States Patent and Trademark Office;

WHEREAS, pursuant to the IP Security Agreement, a security interest in the Trademarks was recorded with the United States Patent and Trademark Office on December 10, 2018 under Reel/Frame 6497/0407;

WHEREAS, the Lender acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property Security Collateral.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Loan and Security Agreement or the IP Security Agreement, as applicable.

2. Release. The Lender, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Intellectual Property Collateral, including but not limited to the (a) the Trademarks set forth in Schedule I attached hereto, and the entire goodwill of the business of Pledgor connected with and symbolized by such Trademarks, (b) any and all claims for damages by way of past, present and future infringement of such Trademarks, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such Trademarks; (c) any and all present and future licenses or other rights to use any such Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (d) all amendments, extensions, renewals and extensions of any such Trademarks, and (e) any and all proceeds and products of any of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, in each case arising under the Loan and Security Agreement and the IP Security Agreement. If and to the extent that the Lender has acquired any right, title,

or interest in and to the Intellectual Property Collateral under the IP Security Agreement or the Loan and Security Agreement, the Lender, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Pledgor. The Pledgor (and any successor to the Pledgor, including any person or entity hereafter holding any right, title or interest in and to the Trademarks) is hereby authorized to record this Release at the United States Patent and Trademark Office.

3. Termination. The Lender, without representation or warranty of any kind, terminates and cancels the IP Security Agreement.

4. Further Assurances. The Lender agrees, at no expense to Lender, to take all further actions, and provide to the Pledgor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Release by signing any such counterpart. The Pledgor acknowledges that delivery of an executed counterpart of a signature page of this Release by fax or electronic mail transmission (in pdf or other similar format) shall be effective as delivery of a manually executed counterpart of this Release.


6. Severability. Any provision in this Release that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Release are declared to be severable.

7. Governing Law; Venue. This Release and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of California, without giving effect to conflicts of law principles. The parties hereby agree that all actions or proceedings arising in connection with this Release and/or the Loan Documents shall be tried and litigated only in the State and Federal courts located in the County of Santa Clara, State of California or, at the sole option of the Lender, in any other court in which the Lender shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Each of the Pledgor and the Lender waives, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section.

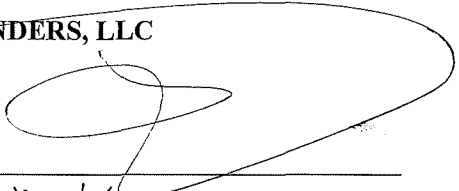
[Signature pages follow]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**PACIFIC WESTERN BANK DBA PACIFIC
WESTERN BUSINESS FINANCE**

By: 
Name: Sugdeep Nijjar
Title: Senior Vice President

BIRCH BENDERS, LLC



By: _____

Name: Mark Lalosh

Title: CEO

SCHEDULE I
TO
RELEASE OF SECURITY INTERESTS IN TRADEMARKS

Registered Owner	Trademark	Application /Serial No.	Application Date	Registration No.	Registration Date
Birch Benders, LLC	MICRO-PANCAKERY	88161655	10/19/2018	5762992	5/28/2019
Birch Benders, LLC	BIRCH BENDERS MICRO PANCAKERY	86192649	2/13/2014	4605151	9/16/2014
Birch Benders, LLC	BIRCH BENDERS	85793270	12/3/2012	4371760	7/23/2013
Birch Benders, LLC	HEALTH NUT	86471635	12/04/2014	(Abandoned 9/29/2015)	N/A
Birch Benders, LLC	PROTEIN NUT	86471454	12/04/2014	(Abandoned 9/25/2015)	N/A
Birch Benders, LLC	BIRCH BENDERS MICRO-PANCAKERY	85793366	12/03/2012	(Abandoned 02/03/2014)	N/A

Foreign Registrations

Trademark	Registration Number	Date
BIRCH BENDERS (CANADA)	1926280	10/19/2018
BIRCH BENDERS (CHINA)	**pending**	10/24/2018
BIRCH BENDERS (EUROPEAN UNION EUTM & RCD)	017972288	10/24/2018
BIRCH BENDERS (GERMANY)	302018111893.3	10/24/2018
BIRCH BENDERS (JAPAN)	131960/2018	10/23/2018
BIRCH BENDERS (MEXICO)	2121768	10/25/2018
BIRCH BENDERS (SOUTH KOREA)	40-2018-0145794	10/24/2018
BIRCH BENDERS (UNITED KINGDOM)	UK00003348069	10/24/2018