

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM611584

<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>
Rosenthal & Rosenthal, Inc.		11/30/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spartan Brands, Inc.		
<b>Street Address:</b>	26 Valley Road		
<b>City:</b>	Port Washington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11050		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0868244	DUKE	
<b>Registration Number:</b>	0720758	DUKE	
<b>Registration Number:</b>	2091535	DUKE	
<b>Registration Number:</b>	0864336	LUXURY CREME PRESS	
<b>Registration Number:</b>	0722085	RAVEEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2122161127		
<b>Email:</b>	mrosenberg@tarterkrinsky.com		
<b>Correspondent Name:</b>	Mark J. Rosenberg		
<b>Address Line 1:</b>	1350 Broadway		
<b>Address Line 2:</b>	Tarter Krinsky & Drogin LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Mark J. Rosenberg		
<b>SIGNATURE:</b>	/Mark J Rosenberg/		
<b>DATE SIGNED:</b>	12/01/2020		
<b>Total Attachments: 3</b>			

OP \$140.00 0868244

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## RELEASE OF ASSIGNMENT FOR SECURITY

This RELEASE OF ASSIGNMENT FOR SECURITY ("Release") is made and effective as of November 30, 2020 is granted by Rosenthal & Rosenthal, Inc., a corporation formed under the laws of the State of New York, with a place of business at 1370 Broadway, New York, NY 10018 ("Grantor") in favor Spartan Brands, Inc., a corporation formed under the laws of the State of New York with a place of business at 26 Valley Road, Port Washington, New York 11050 ("Grantee") and its successors, assigns and legal representatives.

WHEREAS, pursuant to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights (the "Security Agreement"), Grantee assigned to Grantor a security interest in and mortgage on, all right, title and interest of Grantee in and to certain trademarks annexed on Schedule 1 attached hereto (the "Trademarks"), together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, existing or thereafter acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registration and recordings in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any state thereof, or any country or any political subdivision thereof, all whether owned or thereafter owned or licensable by Grantee, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Grantee against third parties for infringement thereof (the "Trademark Collateral") to secure payment of certain financial obligations of Grantee to Grantor (the "Obligations");

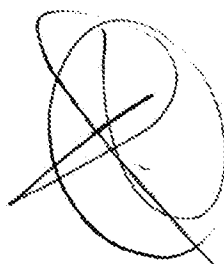
WHEREAS, pursuant to the Security Agreement, Grantee executed an Assignment for Security whereby Grantee assigned to Grantor a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (the "Assignment for Security");

WHEREAS, the Assignment for Security was recorded by the USPTO at Reel/Frame 2801/0227 on February 27, 2004; and

WHEREAS, having fulfilled the Obligations, Grantee requests that Grantor enter into this Release in order to effectuate, evidence and record the release and reassignment (without recourse, representation or warranty of any kind) to the Grantee of any and all right, title and interest that the Grantor may have in the Collateral pursuant to the Security Agreement and Assignment for Security.

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

1. Release of Security Interest. Grantor, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and Assignment for Security and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement and Assignment for Security including, without limitation, any and all right, title and interest that it may have, in, to the Trademark Collateral.



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2. Further Assurances. Grantor agrees to take all further actions, and provide to the Grantee and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantee and its successors, assigns and legal representatives may reasonably request (at Grantee's sole expense) in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

4. **IN WITNESS WHEREOF**, Grantor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Rosenthal & Rosenthal, Inc.  
By: [Signature]  
Name: J. Michael Stanley  
Managing Director

STATE OF NEW YORK )  
Nassau ) SS.  
COUNTY OF ~~NEW YORK~~ )

On this 30<sup>th</sup> day of November, 2020, before me personally appeared James M Stanley personally known to me who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Managing Director of Grantor, and that he signed his name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

[Signature]  
Notary Public

CHRISTOPHER TROTTA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TR6360084  
Qualified In Nassau County  
My Commission Expires 06-12-2021

SCHEDULE 1

United States of America

JOHNSON PUBLISHING COMPANY, INC United States of America DUKE 288525 10 Jan 1968 868244 15 Apr 1969 Registered 1 DKEMCR-

JOHNSON PUBLISHING COMPANY, INC United States of America DUKE 106606 18 Oct 1960 720758 29 Aug 1961 Registered 16 811157

JOHNSON PUBLISHING COMPANY, INC United States of America DUKE 74383002 22 Apr 1993 2091535 26 Aug 1997 Registered 3 942211

JOHNSON PUBLISHING COMPANY, INC United States of America LUXURY CREME PRESS 288520 10 Jan 1968 864336 28 Jan 1969 Registered 3 LCP003-1

JOHNSON PUBLISHING COMPANY, INC United States of America RAVEEN 100609 11 Jul 1960 722085 26 Sep 1961 Registered 3 811158

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REEL: 002809 FRAME: 01292

RECORDED: 02/07/2004