

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634620

<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>
BANK OF THE WEST		03/25/2021	Banking Association: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUSCO OLIVE PRODUCTS, INC.		
<b>Street Address:</b>	17950 Via Nicolo		
<b>City:</b>	Tracy		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95377		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0874806	MUSCO	
<b>Registration Number:</b>	1558255	DELI OLIVES	
<b>Registration Number:</b>	1808568	BLACK PEARLS	
<b>Registration Number:</b>	1887996	JUST RIPE	
<b>Registration Number:</b>	2086183	AXIS	
<b>Registration Number:</b>	2216167		
<b>Registration Number:</b>	2656978	GREEN PEARLS	
<b>Registration Number:</b>	2670040	PEARLS	
<b>Registration Number:</b>	2651705	MEDITERRANEAN PEARLS	
<b>Registration Number:</b>	2708661	MUSCO FAMILY OLIVE CO.	
<b>Registration Number:</b>	2845732	FUN AT YOUR FINGERTIPS	
<b>Registration Number:</b>	3448909	EARLY CALIFORNIA	
<b>Registration Number:</b>	4084580	PEARLS INFUSIONS	
<b>Registration Number:</b>	3992228	PEARLS FRESH CURED	
<b>Registration Number:</b>	4202804	EARLY CALIFORNIA SPECIALTIES	
<b>Registration Number:</b>	4202805	EARLY CALIFORNIA FRESH CURED	
<b>Registration Number:</b>	4202806	EARLY CALIFORNIA INFUSIONS	
<b>Registration Number:</b>	3992227	PEARLS SPECIALTIES	
<b>Registration Number:</b>	4556233	THE TOTAL OLIVE SOLUTION	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4466145	OLIVES TO GO!
Registration Number:	4755537	BRAVO

**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:** 858-509-4071  
**Email:** sdipdocket@pillsburylaw.com  
**Correspondent Name:** Michelle L. Mehok  
**Address Line 1:** 12255 El Camino Real, Suite 300  
**Address Line 4:** San Diego, CALIFORNIA 92130

<b>NAME OF SUBMITTER:</b>	Michelle L Mehok
<b>SIGNATURE:</b>	/michelle mehok/
<b>DATE SIGNED:</b>	03/25/2021

**Total Attachments: 5**

- source=Final Musco - Release of Interests in Trademark Security Agreement (BOTW)#page1.tif
- source=Final Musco - Release of Interests in Trademark Security Agreement (BOTW)#page2.tif
- source=Final Musco - Release of Interests in Trademark Security Agreement (BOTW)#page3.tif
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- source=Final Musco - Release of Interests in Trademark Security Agreement (BOTW)#page5.tif

## RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of March 25, 2021, by BANK OF THE WEST (the “Collateral Agent”) for the Combined Security Parties (as defined in the Guarantee and Security Agreement), in favor of MUSCO OLIVE PRODUCTS, INC., a California corporation (the “Grantor”).

### WITNESSETH:

WHEREAS, pursuant to a Guarantee and Security Agreement, dated as of April 15, 2015, by and among the Grantor, TESSER, INC., a Colorado corporation (“Tesser”), STUDLEY COMPANY, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership (“Studley”), and certain other Subsidiaries of the Borrower, Tesser or Studley party thereto from time to time, restated, supplemented or otherwise modified from time to time (the “Guarantee and Security Agreement”), the Grantor granted to the Collateral Agent, for the ratable benefit of the Combined Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, including trademark applications and registrations listed on Schedule I (the “Trademark Collateral”);

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of April 15, 2015, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on April 15, 2015, in Reel 5498, Frame 0313; and

WHEREAS, the Collateral Agent has agreed to release all of its rights in the collateral secured by the Trademark Security Agreement, including, without limitation, the Trademark Collateral (the “Released Trademark Collateral”), and to reconvey any and all rights it may have in the Released Trademark Collateral to the Grantor.

NOW, THEREFORE, for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or Trademark Security Agreement.

2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Collateral Agent hereby releases in its entirety all liens and security interests granted pursuant to the Trademark Security Agreement. Collateral Agent hereby reconveys to Grantor, without recourse or warranty, all of Collateral Agent’s right, title, claim and interest in and to the Released Trademark Collateral, including, but not limited to:

(a) all of the trademark registrations and applications set forth in Schedule I hereto (the “Trademarks”); and

(b) all other rights and remedies of the Combined Secured Parties with respect to the Trademarks that are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. RECORDATION. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release of the lien and security interest in the Trademark Collateral.

4. FURTHER ASSURANCE. The Collateral Agent hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the release of the lien and security interest in the Trademark Collateral contemplated hereby.

5. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. GOVERNING LAW. This Release shall be construed in accordance with and governed by the laws of the State of California.

(Remainder of this page intentionally left blank. Signature on next page.)

**BANK OF THE WEST**, as Collateral Agent

By: \_\_\_\_\_




Name: James Thorall

Title: Vice President

*[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]*

**TRADEMARK**  
**REEL: 007233 FRAME: 0715**

**Schedule I**  
**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
	United States	09/20/1968	72307852	08/12/1969	0874806
DELI OLIVES	United States	05/12/1988	73728031	09/26/1989	1558255
BLACK PEARLS	United States	07/29/1992	74299081	11/30/1993	1808568
JUST RIPE	United States	07/19/1992	74299090	04/04/1995	1887996
AXIS	United States	07/05/1994	74546068	08/05/1997	2086183
	United States	10/06/1997	75368542	01/05/1999	2216167
GREEN PEARLS	United States	06/12/2000	76068649	12/03/2002	2656978
PEARLS	United States	04/06/2001	76236280	12/31/2002	2670040
MEDITERRANEAN PEARLS	United States	10/09/2001	76321721	11/19/2002	2651705
MUSCO FAMILY OLIVE CO.	United States	10/09/2001	76321960	04/22/2003	2708661
FUN AT YOUR FINGERTIPS	United States	04/15/2002	76396035	05/25/2004	2845732
EARLY CALIFORNIA	United States	10/16/2007	77305437	06/17/2008	3448909

<b>Trademark</b>	<b>Country</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
PEARLS INFUSIONS	United States	05/24/2010	85046767	01/10/2012	4084580
PEARLS FRESH CURED	United States	05/24/2010	85046711	07/12/2011	3992228
EARLY CALIFORNIA SPECIALTIES	United States	05/24/2010	85046715	09/04/2012	4202804
EARLY CALIFORNIA FRESH CURED	United States	05/24/2010	85046762	09/04/2012	4202805
EARLY CALIFORNIA INFUSIONS	United States	05/24/2010	85046766	09/04/2012	4202806
PEARLS SPECIALTIES	United States	05/24/2010	85046704	07/12/2011	3992227
THE TOTAL OLIVE SOLUTION	United States	03/02/2011	85256264	06/24/2014	4556233
OLIVES TO GO!	United States	06/07/2013	85953739	01/14/2014	4466145
BRAVO	United States	10/24/2014	86434100	06/16/2015	4755537