CH \$790.00 777325

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM635155

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|----------------------------------|
| Deerpath Funding, LP | | 03/26/2021 | Limited Partnership: DELAWARE |

RECEIVING PARTY DATA

| Name: | Milton's Holding Corporation | |
|-----------------|-------------------------------------|--|
| Street Address: | 5875 Avenida Encinas | |
| City: | Carlsbad | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92008 | |
| Entity Type: | Corporation: DELAWARE | |
| Name: | Milton's Fine Foods, Inc. | |
| Street Address: | 5875 Avenida Encinas | |
| City: | Carlsbad | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92008 | |
| Entity Type: | Corporation: DELAWARE | |
| Name: | Milton's Baking Company, LLC | |
| Street Address: | 5875 Avenida Encinas | |
| City: | Carlsbad | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92008 | |
| Entity Type: | Limited Liability Company: DELAWARE | |

PROPERTY NUMBERS Total: 31

| Property Type | Number | Word Mark | | |
|----------------------|----------|--------------------------|--|--|
| Serial Number: | 77732512 | AMERICA'S WELLNESS BAKER | | |
| Registration Number: | 3309424 | BRAN CLASSICS | | |
| Registration Number: | 2946581 | CRACKER CARGO | | |
| Registration Number: | 3623926 | DOODLE THE ROOSTER | | |
| Registration Number: | 3456944 | EVERYTHING MULTI-GRAIN | | |
| Registration Number: | 3547648 | FAMILY STYLE | | |
| Registration Number: | 2858674 | FIELD FRIENDS | | |

900605458 REEL: 007235 FRAME: 0776

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 2940311 | FROG FRIENDS |
| Registration Number: | 2929156 | ISLAND SEA SHELLS |
| Registration Number: | 3570564 | M |
| Registration Number: | 3623925 | MILLIE THE COW |
| Registration Number: | 3669998 | MILTON'S |
| Serial Number: | 85045118 | MILTON'S CRAFT BAKERS |
| Registration Number: | 2264032 | MILTON'S DELICATESSEN GRILL BAKERY |
| Registration Number: | 2634991 | MILTON'S DELICATESSEN RESTAURANT |
| Registration Number: | 3619955 | MILTON'S WHOLE GRAIN PLUS |
| Registration Number: | 3600326 | MILTON'S QUALITY BAKED GOODS HEALTHY MUL |
| Registration Number: | 2634992 | MILTON'S QUALITY BAKED GOODS |
| Registration Number: | 3329981 | MILTON'S RESTAURANT CLASSICS |
| Registration Number: | 3623923 | |
| Registration Number: | 3623922 | |
| Registration Number: | 3623921 | |
| Registration Number: | 3623920 | |
| Registration Number: | 3623919 | |
| Registration Number: | 3623918 | |
| Registration Number: | 3101239 | MY FAMILY FARM |
| Registration Number: | 3623924 | PIGGLES THE PIG |
| Registration Number: | 3235558 | RESTAURANT CLASSICS BY MILTON'S QUALITY |
| Registration Number: | 2929155 | SURVIVAL SNACKS |
| Registration Number: | 2952100 | THE ORIGINAL MILTON'S QUALITY BAKED GOOD |
| Serial Number: | 77732507 | YOUR TASTE FOR LIFE |

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.

Email:stokesb@gtlaw.comCorrespondent Name:Bethany A. StokesAddress Line 1:Greenberg Traurig, LLP

Address Line 2: One International Place, Suite 2000
Address Line 4: Boston, MASSACHUSETTS 02110

| ATTORNEY DOCKET NUMBER: | 198401.010100 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Bethany A. Stokes |
| SIGNATURE: | /Bethany A. Stokes/ |
| DATE SIGNED: | 03/29/2021 |

Total Attachments: 6

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 26, 2021, is made by Deerpath Funding, LP, a Delaware limited partnership, as Administrative Agent (the "Secured Party"), in favor of Milton's Holding Corporation, a Delaware corporation ("Holdings"), Milton's Fine Foods, Inc., a Delaware corporation ("Milton's Fine Foods"), and Milton's Baking Company, LLC, a Delaware limited liability company (the "Milton's Baking Company", and together with Holdings and Milton's Fine Foods, the "Grantors" and each a "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of December 16, 2010, among the Secured Party, the Grantors and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted a continuing security interest in and continuing lien upon certain collateral to the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered Patent and Trademark Security Agreement, between the Secured Party and the Grantors, dated December 16, 2010 (the "<u>IP Security Agreement</u>"), for recordal with the United States Patent and Trademark Office.

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2011, at Reel 4460 and Frame 0729;

WHEREAS, the Secured Party now desires to terminate and release the entirety of its security interest in the IP Collateral;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the IP Security Agreement.
- 2. <u>Release of Security Interest</u>. The Secured Party, without representation or warranty of any kind, hereby terminates, releases, cancels and discharges all of its security interest in and to the IP Collateral, including the trademark registrations and applications set forth in <u>Schedule A</u> attached hereto, arising under the Security Agreement and the IP Security Agreement. If and to the extent that the Secured Party has acquired any right, title or interest in and to the IP Collateral under the IP Security Agreement, the Secured Party, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

- 3. <u>Termination</u>. The Secured Party, without representation or warranty of any kind, terminates and cancels the IP Security Agreement.
- 4. <u>Further Assurances</u>. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in the case of the foregoing, as may be reasonable requested by the Grantors, and at the sole cost and expense of the Grantors.
- 5. <u>Governing Law</u>. The terms of the Loan Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

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

DEERPATH FUNDING, LP a Delaware limited partnership

By: Deerpath Funding General Partner, Inc.

its general partner

Name: Anish Bahl

Title: Vice President and Secretary

[Milton's - Signature Page to Termination and Release of Trademarks]

Schedule A

Trademark Registrations and Applications

(See attached)

Schedule 1 to Patent and Trademark Security Agreement

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

| Mark | Reg. No. | Serial No. | Country |
|---|------------|------------|---------------------|
| AMERICA'S WELLNESS BAKER | | | U.S. |
| | | 77/732,512 | 0.3. |
| BRAN CLASSICS | 3,309,424 | 78/798,567 | U.S. |
| CRACKER CARGO | 2,946,581 | 76/536,406 | U.S. |
| DOODLE THE ROOSTER | 3,623,926 | 77/339,436 | U.S. |
| EVERYTHING MULTI-GRAIN | 3,456,944 | 77/243,522 | U.S. |
| FAMILY STYLE & design | 3,547,648 | 77/227,552 | U.S. |
| FIELD FRIENDS | 2,858,674 | 76/505,562 | U.S. |
| FROG FRIENDS | 2,940,311 | 76/031,084 | U.S. |
| ISLAND SEA SHELLS | 2,929,156 | 76/216,579 | U.S. |
| M (stylized) | 3,570,564 | 77/286,541 | U.S. |
| MILLIE THE COW | 3,623,925 | 77/339,431 | U.S. |
| MILTON'S | 3,669,998 | 77/277,936 | |
| MILTON'S CRAFT BAKERS and Design | 3,000,000 | 85/045,118 | <u>U.S.</u> U.S. |
| MILTON'S DELICATESSEN GRILL BAKERY & | 2,264,032 | 75/308,064 | |
| design | 2,204,032 | 73/308,004 | U.S. |
| MILTON'S DELICATESSEN RESTAURANT & | 2,634,991 | 76/346,962 | U.S. |
| design | 2,03 1,991 | 70/340,902 | U.S. |
| MILTON'S WHOLE GRAIN PLUS | 3,619,955 | 77/203,271 | U.S. |
| MILTON'S HEALTHY MULTI-GRAIN PLUS | 3,600,326 | 78/825,891 | U.S. |
| MILTON'S QUALITY BAKED GOODS & design | 2,634,992 | 76/346,964 | U.S. |
| MILTON'S RESTAURANT CLASSICS & Design | 3,329,981 | 76/622,265 | U.S. |
| Miscellaneous Design (PIGGLES - VIEW 2) | 3,623,923 | 77/339,362 | U.S. |
| Miscellaneous Design (PIGGLES - VIEW 1) | 3,623,922 | 77/339,353 | U.S. |
| Miscellaneous Design (DOODLE - VIEW 1) | 3,623,921 | 77/339,335 | |
| Miscellaneous Design (DOODLE - VIEW 2) | 3,623,920 | 77/339,333 | U.S. U.S. |
| Miscellaneous Design (MILLIE - VIEW 2) | 3,623,919 | 77/339,313 | U.S. |
| Miscellaneous Design (MILLIE - VIEW 1) | 3,623,918 | 77/339,313 | U.S. |
| MY FAMILY FARM | 3,101,239 | 76/577,401 | U.S. |
| PIGGLES THE PIG | 3,623,924 | 77/339,405 | U.S. |
| RESTAURANT CLASSICS BY MILTON'S | 3,235,558 | 76/628,671 | U.S. |

Schedule 1 to Patent and Trademark Security Agreement - Page 1

TRADEMARK
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| | | |
| 2,929,155 | 76/216,578 | U.S. |
| 2,952,100 | 76/215,769 | U.S. |
| | | |
| | 77/732,507 | U.S. |
| | | Canada |
| | | Canada |
| TMA758,966 | | Canada |
| TMA713,380 | | Canada |
| | - · · · · · · · · · · · · · · · · · · · | Canada |
| | | Canada |
| | | Canada |
| | | European |
| We will be a second of the sec | | Community |
| 5196835 | 2007-79169 | Japan |
| 1074028 | 947309 | Mexico |
| | | 111011100 |
| 1117421 | 926766 | Mexico |
| 2529691 | | United |
| | | Kingdom |
| | 2,952,100 TMA758,966 TMA713,380 5196835 1074028 1117421 | 2,952,100 76/215,769 77/732,507 1,374,731 1,332,827 TMA758,966 1,320,447 TMA713,380 1,320,448 1,384,504 1,444,317 1,445,432 6076591 5196835 2007-79169 1074028 947309 1117421 926766 |

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RECORDED: 03/28/2021

TRADEMARK

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