

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUFG Union Bank, N.A.		04/16/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Agave Loco LLC		
Street Address:	1175 Corporate Woods Parkway Suite 218		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4706590	RUMCHATA	
Registration Number:	4600957	CHATA	
Registration Number:	4435909	REAL RUMCHATA BRAND RUM CREAM MADE WITHP	
Registration Number:	4058609	YUMCHATA	
Registration Number:	3486337	AGAVE LOCO	
Registration Number:	3464119	RUMCHATA	
Registration Number:	4210462	CHATA	
Registration Number:	4816136	CASA DEL SOL	
Registration Number:	5206127	RUMCHATA	
Registration Number:	5058958	GOCHATAS	
Registration Number:	5062965	MINICHATAS	
Registration Number:	5468599	FRAPPA CHATA	
Registration Number:	5449136	SHOT-A-CHATA	
Registration Number:	5347171	RUMCHATA	
Registration Number:	5425742	RUMCHATA	
Registration Number:	5469880	CHATA	
Registration Number:	5335640	FRAPPACHATA	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4706590

Fax Number: 2129408776

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: 212-940-6523

Email: ian.farias@katten.com

Correspondent Name: Jessica Kraver, Katten Muchin Rosenman

Address Line 1: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Jessica G. Kraver
---------------------------	-------------------

SIGNATURE:	/Jessica G. Kraver/
-------------------	---------------------

DATE SIGNED:	04/16/2021
---------------------	------------

Total Attachments: 4

source=Termination and Release of Security Interest in Trademarks#page1.tif

source=Termination and Release of Security Interest in Trademarks#page2.tif

source=Termination and Release of Security Interest in Trademarks#page3.tif

source=Termination and Release of Security Interest in Trademarks#page4.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 16, 2021, by and between MUFG UNION BANK, N.A., a national banking association formed under the laws of the United States (the “Lender”) in favor of AGAVE LOCO LLC, a Delaware limited liability company (formerly an Illinois limited liability company) (the “Grantor”).

WITNESSETH:

WHEREAS, in connection with the Security Agreements, the Grantor executed and delivered in favor of the Lender (a) that certain Security Agreement (Short Form), dated as of May 21, 2015, notice of which was recorded on May 22, 2015 with the United States Patent and Trademark Office (the “USPTO”) at Reel 5522, Frame 0293 (the “First Trademark Security Agreement”), (b) that certain Security Agreement (Short Form), dated as of July 17, 2017, notice of which was recorded on July 26, 2017 with the USPTO at Reel 6115, Frame 0086 (the “Second Trademark Security Agreement”), and (c) that certain Security Agreement (Short Form) (Trademark), dated as of June 27, 2019, notice of which was recorded on June 28, 2019 with the USPTO at Reel 6681, Frame 0825 (the “Third Trademark Security Agreement” and, together with the First Trademark Security Agreement and the Second Trademark Security Agreement, collectively, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, the Grantor granted the Lender a continuing security interest (the “Security Interest”) in all of its right, title, and interest in and to the trademarks listed on Schedule A attached hereto, together with all goodwill of such Grantor’s business symbolized by the trademarks and associated therewith (collectively, the “Trademarks”); and

WHEREAS, the Grantor has requested, and the Lender has agreed, to terminate and release its Security Interest in all such Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender agrees, for the benefit of the Grantor, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreements.

Section 2. Release of Security Interest. The Lender hereby releases, terminates, and discharges any and all of its interest in the Trademarks, and to the extent the Lender retains any interest in the Trademarks, the Lender hereby assigns, transfers, and conveys to the Grantor the Security Interest in and to the Trademarks to the Grantor.

Section 3. Further Assurances. The Lender hereby authorizes the Grantor or the Grantor’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Lender in the Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency, in each case, at the Grantor’s sole cost and expense. The Lender further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request in order to confirm this Release and the Grantor’s right, title and interest in, to and under the Trademarks, in each case, at the Grantor’s sole cost and expense.

Section 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of California, but giving effect to federal laws applicable to national banks.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed as of the day and year first written above.

MUFG UNION BANK, N.A.,
as the Lender

By: 
Name: Michael Stahl
Title: Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

sf-4454833

SCHEDULE A

Registered U.S. Trademarks

R/F 5522/0293:

Registration No.	Registration Date	Mark
4706590	March 24, 2015	RUMCHATA
4600957	September 9, 2014	CHATA
4435909	November 19, 2013	REAL RUMCHATA BRAND RUM CREAM MADE WITH PREMIUM CARIBBEAN RUM
4058609	November 22, 2011	YUMCHATA
3486337	August 12, 2008	AGAVE LOCO
3464119	July 8, 2008	RUMCHATA
4210462	September 18, 2012	CHATA

R/F 6115/0086:

Registration No.	Registration Date	Mark
4816136	September 22, 2015	CASA DEL SOL
5206127	May 16, 2017	RUMCHATA
5058958	October 11, 2016	GOCHATAS
5062965	October 18, 2016	MINICHATAS

R/F 6681/0825:

Registration No.	Registration Date	Mark
5468599	May 15, 2018	FRAPPA CHATA
5449136	April 17, 2018	SHOT-A-CHATA
5347171	November 28, 2017	RUMCHATA
5425742	March 20, 2018	RUMCHATA
5469880	May 15, 2018	CHATA
5335640	November 14, 2017	FRAPPACHATA