

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657318

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks at R/F 7072/0056 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A, as Collateral Agent | | 06/30/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Instant Brands Inc. | | |
| Street Address: | 495 March Road | | |
| Internal Address: | Suite 200 | | |
| City: | Kanata, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | K2K 3G1 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3887207 | INSTANT POT | |
| Registration Number: | 5881626 | | |
| Registration Number: | 5881627 | | |
| Serial Number: | 87828078 | NUTRIBOOST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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> | | | |
| Phone: | 2129061209 | | |
| Email: | JESSICA.BAJADA-SILVA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP, C/O JESSICA BAJADA | | |
| Address Line 1: | 1271 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 045494-0271 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 07/01/2021 | | |

OP \$115.00 3887207

Total Attachments: 3

source=Corelle [Instant Brands] Release of Security Interest in Trademarks [Executed]#page1.tif

source=Corelle [Instant Brands] Release of Security Interest in Trademarks [Executed]#page2.tif

source=Corelle [Instant Brands] Release of Security Interest in Trademarks [Executed]#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 30, 2021 is made by Citibank, N.A., in its capacity as collateral agent under the Credit Agreement (in such capacity, the “Collateral Agent”), in favor of by INSTANT BRANDS INC. (the “Grantor”). Unless otherwise defined herein, terms defined in the Security Agreement (defined below) and used herein have the meaning given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor, the other grantors party thereto and the Collateral Agent entered into a Canadian Security Agreement, dated as of October 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor executed and delivered to the Collateral Agent that certain US Trademark Security Agreement, dated as of October 9, 2020 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in, to and under the following, but for the avoidance of doubt excluding any “intent-to-use” applications for trademarks or service marks filed in the United States Patent and Trademark Office (“USPTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law. (collectively, the “Trademark Collateral”):

(a) Trademarks of the Grantor listed on Schedule I attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property);


WHEREAS, the Trademark Security Agreement was recorded with the USPTO on October 9, 2020 at Reel 7072, Frame 0056; and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for recordation at the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby (a) releases, discharges and cancels its security interest in and to the Trademark Collateral, (b) re-assigns and re-conveys to the Grantor any and all right, title or interest the Collateral Agent may have in, to or under the Trademark Collateral, and (c) terminates the Trademark Security Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Chris Marino
Title: Director and Vice President

[Corelle – Signature Page to Trademark Release]

TRADEMARK
REEL: 007342 FRAME: 0642

SCHEDULE I

US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

| OWNER | REGISTRATION NUMBER | REGISTRATION DATE | TRADEMARK |
|---------------------|---------------------|-------------------|---|
| Instant Brands Inc. | 3887207 | 28 Apr 2009 | INSTANT POT |
| Instant Brands Inc. | 5881626 | 24 Sep 2018 | Sound mark - lid closing [Sensory mark] |
| Instant Brands Inc. | 5881627 | 24 Sep 2018 | Sound mark - lid opening [Sensory mark] |

U.S. Trademark Applications:

| OWNER | APPLICATION NUMBER | APPLICATION DATE | TRADEMARK |
|---------------------|--------------------|------------------|--------------------|
| Instant Brands Inc. | 79275122 | 17 Jun 2019 | ACCU |
| Instant Brands Inc. | 79275883 | 17 Jun 2019 | ACE |
| Instant Brands Inc. | 79275044 | 17 Jun 2019 | AURA |
| Instant Brands Inc. | 88546395 | 29 Jul 2019 | DINNER IN AN |
| Instant Brands Inc. | 88546331 | 29 Jul 2019 | DINNER. DONE. |
| Instant Brands Inc. | 88766046 | 20 Jan 2020 | DUO |
| Instant Brands Inc. | 79275094 | 17 Jun 2019 | INDIE |
| Instant Brands Inc. | 79277607 | 17 Jun 2019 | INSTANT |
| Instant Brands Inc. | 87919840 | 14 May 2018 | INSTANT BLEND |
| Instant Brands Inc. | 79275056 | 17 Jun 2019 | INSTANT BRANDS |
| Instant Brands Inc. | 88623208 | 19 Sep 2019 | Instant Cook |
| Instant Brands Inc. | 88786398 | 5 Feb 2020 | INSTANT CRISP |
| Instant Brands Inc. | 79278741 | 17 Jun 2019 | INSTANT logo |
| Instant Brands Inc. | 87762187 | 19 Jan 2018 | INSTANT OVEN |
| Instant Brands Inc. | 87451909 | 16 May 2017 | INSTANT POT |
| Instant Brands Inc. | 87247642 | 24 Nov 2016 | INSTANT POT |
| Instant Brands Inc. | 88344443 | 18 Mar 2019 | INSTANT POT |
| Instant Brands Inc. | 79278819 | 17 Jun 2019 | INSTANT POT |
| Instant Brands Inc. | 79275018 | 17 Jun 2019 | JOY |
| Instant Brands Inc. | 88546386 | 29 Jul 2019 | LIFE IN AN INSTANT |
| Instant Brands Inc. | 87828078 | 9 Mar 2018 | NUTRIBOOST |
| Instant Brands Inc. | 88202622 | 21 Nov 2018 | NUTRIBOOST |
| Instant Brands Inc. | 79275074 | 17 Jun 2019 | OMNI |
| Instant Brands Inc. | 79275107 | 17 Jun 2019 | SIZZLER |
| Instant Brands Inc. | 88350416 | 21 Mar 2019 | TURBOCRISP |
| Instant Brands Inc. | 79275016 | 17 Jun 2019 | VORTEX |
| Instant Brands Inc. | 79275040 | 17 Jun 2019 | ZEN |