

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666389

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900633202		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		07/30/2021	Banking Institution:
RECEIVING PARTY DATA			
Name:	R.A.B. Food Group, LLC		
Street Address:	80 Avenue K		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	07105-3803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0282739	SEASON	
Registration Number:	2575374	SEASON	
Registration Number:	2918514		
CORRESPONDENCE DATA			
Fax Number:	3128278185		
	<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:	312-781-6013		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kate Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	0817637.00001		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	08/10/2021		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS RELEASE dated as of July 30, 2021 (the "Release"), is granted by The Bank of New York Mellon, as administrative agent (the "Successor Agent") for certain Lenders (as that term is defined in the Assignment Agreement, defined below), in favor of R.A.B. Food Group, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain (i) Omnibus Pledge and Security Agreement, dated as of August 14, 2007 (the "Omnibus Security Agreement"), by and among Grantor and Harbinger Capital Partners Master Fund I, Ltd., as administrative agent for certain Secured Parties (as that term is defined in the Omnibus Security Agreement) ("Original Agent") and (ii) Security Agreement, dated as of August 14, 2007, by and among Grantor and Original Agent (the "Security Agreement"), Grantor granted to and in favor of Original Agent a security interest in and to all of Grantor's right, title and interest in, to and under the trademarks, and registrations of and applications to register the foregoing, owned by Grantor, including, without limitation, the trademarks listed on Schedule A attached hereto, in each case, together with any and all proceeds, and causes of action which may exist by reason of infringement of any and all of the foregoing (collectively, the "Trademarks");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on August 16, 2007, at Reel 3603, Frame 0068;

WHEREAS, pursuant to that certain Assignment of Grant of Security Interest, dated as of May 11, 2012 (the "Assignment Agreement") by and between Original Agent and Successor Agent, Original Agent granted and assigned to and in favor of Successor Agent all of its right, title and interest in, to and under the Trademarks;

WHEREAS, the Assignment Agreement was recorded with the United States Patent and Trademark Office on May 14, 2012, at Reel 4779, Frame 0161;

WHEREAS, Successor Agent now desires to terminate and release the entirety of its security interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Omnibus Security Agreement and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Successor Agent hereby states as follows:

Successor Agent, on behalf of itself, the Secured Parties and the Lenders, without recourse, representation or warranty, absolutely and unconditionally terminates, cancels, discharges and releases in their entirety, for the benefit of Grantor, and its successors and assigns, any and all security interests in, and liens it has against, the Trademarks pursuant to the Omnibus Security Agreement and Security Agreement or otherwise.

Successor Agent, on behalf of itself, the Secured Parties and the Lenders, agrees to take all further actions, and provide to Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments in form and substance satisfactory to Successor Agent), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

Successor Agent, on behalf of itself, the Secured Parties and the Lenders, expressly acknowledges and affirms that upon execution and delivery hereof to Grantor, it shall have no rights and remedies with respect to the Trademarks.


This Release shall be governed by and construed in accordance with the laws of the State of New York but without regard to any conflicts of laws principles that would call for the application of the laws of any other jurisdiction.

Signatures to this Release delivered via DocuSign, electronic mail, "pdf" or other method of electronic transmission shall be enforceable as originals.



[Signature page follows]

IN WITNESS WHEREOF, Successor Agent has caused this Release to be executed by its duly authorized representative as of the date first written above.

The Bank of New York Mellon, as Administrative Agent

By: 
Name: Rebecca A. Norton
Title: Agent

**SCHEDULE A
Trademarks**

Trademark	Country	Application Date	Application No.	Registration Date	Registration No.
SEASON & Design 	U.S.	12/28/1928	71277291	4/28/1931	0282739
SEASON	U.S.	7/13/2000	76088485	6/4/2002	2575374
Design Only 	U.S.	7/8/2003	76527767	1/18/2005	2918514