

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calavo Growers, Inc.		08/05/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FreshRealm, LLC		
Street Address:	34 North Palm Street		
Internal Address:	Suite 100		
City:	Ventura		
State/Country:	CALIFORNIA		
Postal Code:	93001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4874892	FRESHREALM	
Registration Number:	4932815	FRESHREALM	
Serial Number:	90739980	FRESHREALM CONNECTING THROUGH MEALS	
Serial Number:	90701050	KITCHEN TABLE	
Serial Number:	88774327	COOKERY COMPLETE	
Serial Number:	87411507	FRESH PORTER	
Serial Number:	87411505	FRESH PORTER	
Serial Number:	87411510	FRESH PORTER	
Serial Number:	87405102	THE POWER OF FRESH THINKING	
Serial Number:	87405093	THE POWER OF FRESH THINKING	
CORRESPONDENCE DATA			
Fax Number:	3102014746		
<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:	3107891235		
Email:	sgold@troygould.com		
Correspondent Name:	Sharon R. Gold		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1600		

OP \$265.00 4874892

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Sharon R. Gold

SIGNATURE: /Sharon R. Gold/

DATE SIGNED: 08/11/2021

Total Attachments: 4

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TERMINATION OF SECURITY INTEREST

This TERMINATION OF SECURITY INTEREST ("Termination") is made and effective as of August 5, 2021 by CALAVO GROWERS, INC. (the "Secured Party"), a California corporation, in favor of FRESHREALM, LLC, a Delaware limited liability company (the "Grantor").

RECITALS

- A. The Secured Party and the Grantor are parties to: (i) that certain Limited Liability Company Member Separation and Release Agreement (the "Separation Agreement"), dated February 3, 2021; (ii) Third Amended and Restated Security Agreement ("Amended and Restated Security Agreement"); and (iii) Third Amended and Restated Intellectual Property Security Agreement ("Amended IP Security Agreement"). The Amended and Restated Security Agreement and Amended IP Security Agreement are of the same date as the Separation Agreement. The Amended and Restated Security Agreement and Amended IP Security Agreement are sometimes collectively referred to herein as the "Amended Security Agreements".
- B. Pursuant to the Amended Security Agreements, the Grantor pledged and granted to the Secured Party a security interest in and to the Grantor's assets and collateral.
- C. Pursuant to the Separation Agreement and the payment of the Loan Payoff Amount (as defined in the Separation Agreement) by Grantor to Secured Party, the Secured Party in favor of Grantor now wishes, pursuant hereto, to terminate any and all security interests it may have in the assets and collateral of the Grantor pursuant to the Amended Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Termination of Security Interest. The Secured Party hereby terminates any and all security interests that it has in the assets and collateral of Grantor pursuant to the Amended Security Agreements, including, but not limited to, in the following intellectual property: (i) the patents and patent applications listed in Schedule 1 hereto; and (ii) the trademark registrations and applications set forth in Schedule 2 hereto.

2. Continuation of Separation Agreement. For purposes of clarification and avoidance of doubt, the Separation Agreement and its terms shall continue to be in full force and effect, and nothing herein shall affect the continued enforceability of such Separation Agreement.

3. Use of Facsimile Copies. This Termination may be executed by physical signature, facsimile, or electronic signature, any of which will have the same effect as an original signature, and the reproduction of any such signatures to this Termination, including by means of a facsimile or e-mail scanning device, shall be treated as though such reproductions are executed originals.

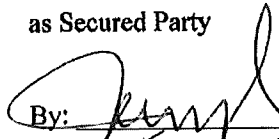
4. Governing Law. This Termination shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to instruments made and to be performed wholly within the State of California.

(Please Proceed to Next Page for Signature)

IN WITNESS WHEREOF, the Secured Party has caused this Termination to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CALAVO GROWERS, INC.

as Secured Party

By: 
Name: JAMECE E. GIBSON
Title: CEO

1141-A Cummings Road

Santa Paula, CA 93060

SCHEDULE 1

PATENTS

U.S. Patents

Title	Patent Number	Issue Date
DYNAMIC PACKING SYSTEM	10,955,182	03-23-2021

U.S. Patent Applications

Title	Application Serial Number	Filing Date
FRESH FOOD SHIPPING VESSEL	61/986,790 (provisional – priority claimed by '433 application)	04-30-2014
FRESH FOOD SHIPPING VESSEL SYSTEM	61/873,274 (provisional – priority claimed by '433 application)	09-03-2013
FRESH FOOD SHIPPING VESSEL	14/475,433	09-02-2014
FRESH FOOD SHIPPING VESSEL	14/496,198	09-25-2014
DYNAMIC PACKING SYSTEM	62/582,831 (provisional – priority claimed by '182 registration)	11-07-2017

Foreign Patents

Title	Country	Patent Number	Issue Date
FRESH FOOD SHIPPING VESSEL	China	105658538	10-31-2017



Foreign Patent Applications

Title	Country	Application Serial Number	Filing Date
FRESH FOOD SHIPPING VESSEL	WIPO/PCT	PCT/US14/53740	09-02-2014
FRESH FOOD SHIPPING VESSEL	Europe	14771451.3	09-02-2014

SCHEDULE 2

TRADEMARKS

U.S. Trademark Registrations and Applications

Mark	Serial Number / Registration Number	Application Date / Registration Date
FRESHREALM CONNECTING THROUGH MEALS	SN: 90/739,980	05-27-2021
KITCHEN TABLE 	SN: 90/701,050	05-10-2021
FRESHREALM and Design  FreshRealm	SN: 86/069,887 RN: 4,874,892	09-19-2013 12-22-2015
COOKERY COMPLETE	SN: 88/774,327	01-27-2020
FRESH PORTER	SN: 87/411,507	04-14-2017
FRESH PORTER	SN: 87/411,505	04-14-2017
FRESH PORTER	SN: 87/411,510	04-14-2017
FRESHREALM	SN: 86/025,058 RN: 4,932,815	07-31-2013 04-05-2016
THE POWER OF FRESH THINKING	SN: 87/405,102	04-10-2017
THE POWER OF FRESH THINKING	SN: 87/405,093	04-10-2017