

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		08/12/2021	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Bellissimo Distribution, LLC f/k/a GSI of Illinois		
Street Address:	1550 Hecht Drive		
City:	Bartlett		
State/Country:	ILLINOIS		
Postal Code:	60103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3906072	GRECO AND SONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	888-829-5819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	08/18/2021		
Total Attachments: 5			
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OP \$40.00 3906072

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Release”) dated August 12, 2021 by BANK OF MONTREAL (“BMO”) with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors (as defined in the Agreement) (BMO acting as such administrative agent being hereinafter referred to as the “Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Agreement (as defined below).

WITNESSETH:

WHEREAS, BELLISSIMO DISTRIBUTION, LLC (F/K/A GSI OF ILLINOIS LLC), a Delaware limited liability company (“Debtor”), with its mailing address at 1550 Hecht Drive, Bartlett, Illinois 60103, and Agent were parties to a certain Trademark Collateral Agreement dated January 3, 2017 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on January 4, 2017 at Reel 5956, Frame 0774 (the “Agreement”), pursuant to which Debtor granted to Agent, for the benefit of the Secured Creditors, a security interest in and to, among other things, the Trademark Property (as defined below); and

WHEREAS, Debtor has requested that Agent terminate, cancel, release and discharge, on behalf of itself and the Secured Creditors, its security interests in the Trademark Property;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby, on behalf of itself and the Secured Creditors, absolutely, unconditionally, and irrevocably:
 - a. terminates, cancels, releases and discharges its continuing security interests in and to, all of its right, title and interest, if any, in and to the following property, wherever located:
 - (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and
 - (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages (clauses (i) and (ii), together, the “Trademark Property”).

- b. terminates the Agreement and any other agreement under which the Debtor has granted the Agent or any of the other Secured Creditors, prior to the date hereof, a collateral mortgage, pledge, hypothecation, grant, assignment, lien or security interest in, to and under the Trademark Property; and
 - c. terminates all of the Agent's and the other Secured Creditors' right, title and interest in, to and under the Trademark Property.
2. Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office to record this Release.
3. At the request and sole expense of Debtor, Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purpose of this Trademark Release.
4. This Trademark Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
5. This Trademark Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Trademark Release shall be binding upon the Agent's and the Secured Creditors' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Debtor and its successors and assigns. This Trademark Release may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Unless this Trademark Release states otherwise, any reference to "any" shall mean "any and all" and "or" is used in the inclusive sense of "and/or".
6. For the avoidance of doubt, Agent hereby acknowledges and agrees that the Agreement was not, and shall not be construed as, a sale, transfer, conveyance or other assignment of any Trademark Property, but was merely effecting the Debtor's, Agent's, and Secured Creditors' intention to grant Agent, for the benefit of the Secured Creditors, a security interest in and to the Trademark Property.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By: 


Name: Betzaida Erdelyi

Title: Managing Director

[Signature Page]

TRADEMARK
REEL: 007395 FRAME: 0463

SCHEDULE A
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
GRECO AND SONS (& Design) 	76702904	May 11, 2010	3,906,072	January 18, 2011