

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		08/12/2021	Bank: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Bellissimo Foods Company, LLC
<b>Street Address:</b>	1777 Botelho Drive
<b>City:</b>	Walnut Creek
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94596
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3730270	ALTISSIMA QUALITA
Registration Number:	2596426	BELLISSIMA
Registration Number:	3231254	BELLISSIMO
Registration Number:	5012764	BELLISSIMO
Registration Number:	5353775	B BELLISSIMO SELECT BELLISSIMO FOODS DEL
Registration Number:	2606084	BUONISSIMO
Registration Number:	5027232	QUALITY DISPOSABLE PRODUCTS
Registration Number:	2576426	SPENDIDA
Registration Number:	2901674	TESORO DEL SOL
Registration Number:	2219739	THE WISCONSIN ADVANTAGE
Registration Number:	3495484	TOLIBIA
Registration Number:	5233831	UNCLE PETE'S
Registration Number:	2213497	VANTAGGIO
Registration Number:	5012763	VANTAGGIO
Registration Number:	2874746	VANTAGGIO D'ORO

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**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

<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer
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<b>SIGNATURE:</b>	/Gregory T. Pealer/
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<b>DATE SIGNED:</b>	08/18/2021
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**Total Attachments: 5**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of Montreal, as Administrative Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 12, 2021

- Assignment
- Security Agreement
- Other RELEASE
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bellissimo Foods Company, LLC

Street Address: 1777 Botelho Drive

City: Wainut Creek

State: CA

Country USA Zip: 94596

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Texas

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

None

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4222089

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

15

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature** , for Chapman and Cutler LLP

August 16, 2021

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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 FOODS COMPANY, LLC, a Texas limited liability company ("Debtor"), with its mailing address at 1777 Botelho Drive, Walnut Creek, CA 94596, and Agent were parties to a certain Trademark Collateral Agreement dated January 3, 2018 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on January 3, 2018 at Reel 6241, Frame 0824 (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:

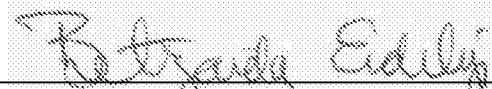
1. Agent hereby, on behalf of itself and the Secured Creditors, absolutely, unconditionally, and irrevocably:
  - a. terminates, cancels, releases and discharges its continuing security interests in and to, all of its right, title and interest, if any, in and to the following property, wherever located:
    - (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: 0495**

**SCHEDULE A**  
**TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
ALTISSIMA QUALITA	77772665	July 1, 2009	3,730,270	December 22, 2009
BELLISSIMA	74547345	July 8, 1994	2,596,426	July 23, 2002
BELLISSIMO	78651594	June 15, 2005	3,231,254	April 17, 2007
BELLISSIMO (& Design)	86855456	December 21, 2015	5,012,764	August 2, 2016
B BELLISSIMO SELECT BELLISSIMO FOODS DELIVERING AUTHENTIC ITALIAN (& Design)	87324412	February 3, 2017	5353775	December 12, 2017
BUONISSIMO	75733698	June 22, 1999	2,606,084	August 6, 2002
QUALITY DISPOSABLE PRODUCTS (& Design)	86916353	February 23, 2016	5,027,232	August 23, 2016
SPENDIDA	75558792	September 22, 1998	2,576,426	June 4, 2002
TESORO DEL SOL	78274309	July 15, 2003	2,901,674	November 9, 2004
THE WISCONSIN ADVANTAGE	75361335	September 23, 1997	2,219,739	January 19, 1999
TOLIBIA	77382137	January 28, 2008	3,495,484	September 2, 2008
UNCLE PETE'S	87080296	June 22, 2016	5,233,831	June 27, 2017
VANTAGGIO	75361334	September 23, 1997	2,213,497	December 22, 1998
VANTAGGIO (& Design)	86855453	December 21, 2015	5,012,763	August 2, 2016
VANTAGGIO D'ORO	78274306	July 15, 2003	2,874,746	August 17, 2004