ETAS ID: TM670879

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital One, NA		08/19/2021	National Banking Association: UNITED STATES

TRADEMARK ASSIGNMENT COVER SHEET

RECEIVING PARTY DATA

Name:	Hammond's Candies Since 1920, LLC
Street Address:	5735 N Washington St.
City:	Denver
State/Country:	COLORADO
Postal Code:	80216
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1724734	AMERICAN CANDY COMPANY
Registration Number:	2935623	BUTTERSCOTCH WAFFLES
Registration Number:	2925425	CHICKEN BONES
Registration Number:	2509690	CRYSTAL CUTS
Registration Number:	3957305	HAMMOND'S
Registration Number:	2342663	HAMMOND'S CANDIES
Registration Number:	2968409	ICED TEA SIPPERS
Registration Number:	4034197	MCCRAW'S
Registration Number:	3278725	MELLOW FLUFFS
Registration Number:	2425066	MITCHELL SWEETS
Registration Number:	3954604	PIGGY BACK

CORRESPONDENCE DATA

900639931

Fax Number: 3038612746

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.

Phone: 3038615300

csmith@gvlslaw.com Email: **Correspondent Name:** Cynthia R Smith Address Line 1: 1800 Gaylord St

TRADEMARK

REEL: 007406 FRAME: 0567

Address Line 4: Der	Denver, COLORADO 80206			
NAME OF SUBMITTER:	Cynthia Smith			
SIGNATURE:	/Cynthia Smith/			
DATE SIGNED:	08/27/2021			
Total Attachments: 3				
source=Cap One Release#page1.tif				
source=Cap One Release#page2.tif				
source=Cap One Release#page3.tif				

TRADEMARK REEL: 007406 FRAME: 0568

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of August 19, 2021 by Capital One, NA ("Secured Party") in favor of Hammond's Candies Since 1920 II, LLC (the "Debtor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Security Agreement by and among the Debtor and the Secured Party, dated as of March 22, 2013 (the "Security Agreement"), the Debtor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Debtor in, to and under the IP Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office; and

WHEREAS, the Debtor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the Security Agreement.

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

- 1. Release of Security Interest. Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):
- (a) any and all of the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature including without limitation the intellectual property listed on **Exhibit A** attached hereto, all goods (including inventory, equipment and any accessories thereto), instruments (including promissory notes), documents, accounts (including receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the

4811-9896-0542.1

TRADEMARK REEL: 007406 FRAME: 0569 payment of money, insurance claims and proceeds, vendor, supplier, manufacturer and customer agreements, and all general intangibles (including all payment intangibles).

- Recordation. Each Secured Party authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this Release upon request by the Debtor.
- Further Assurances. Each Secured Party agrees, at the Debtor's expense, to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- Governing Law. This Release and any claim, controversy, dispute or cause of 4. action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Release as of the date first above written.

CAPITAL ONE, NATIONAL ASSOCIATION

By: diato symbol Thomas Name: Programme Programme

Its: Hear Is a fixed by a wear

HAMMOND'S CANDIES SINCE 1920 II, LLC

Name: Andrew Schuman

President

2

EXHIBIT A

IP COLLATERAL

Trademark	Registration No.
AMERICAN CANDY COMPANY	1,724,734
BUTTERSCOTCH WAFFLES	2,935,623
CHICKEN BONES	2,925,425
CRYSTAL CUTS	2,509,690
HAMMOND'S	3,957, 305
HAMMOND'S CANDIES	2,342,663
ICED TEA SIPPERS	2,968,409
McCRAW'S	4,034,197
MELLOW FLUFFS	3,278,725
MITCHELL SWEETS	2,425,066
PIGGY BACK	3,954,604

RECORDED: 08/27/2021