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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685774

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		10/21/2021	Limited Partnership:

RECEIVING PARTY DATA

Name:	Bradshaw International, Inc.		
Street Address:	c/o ONCAP Management Partners L.P.		
Internal Address:	P.O. Box 220, 161 Bay Street, 48th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 11

	I	
Property Type	Number	Word Mark
Registration Number:	3380221	HOTCOOKING BANDS
Registration Number:	5714706	ARCHITEC
Registration Number:	4368765	ECO SMART
Registration Number:	4215347	RECIPE ROCK
Registration Number:	4865482	ARCHITEC HOMEGROWN GOURMET PRODUCTS
Registration Number:	4771767	RESTORE A WHOLESOME FUTURE
Registration Number:	4712586	SAVOR CUBE TRAYS
Registration Number:	4974062	TSP
Registration Number:	4298522	MADEIRA
Registration Number:	4213779	M
Registration Number:	4593532	STARBOARD COLLECTION

CORRESPONDENCE DATA

Fax Number:

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: 4168657502
Email: kdutka@torys.com
Correspondent Name: Katherine Dutka

Address Line 1: 79 Wellington St. W., Suite 3000

TRADEMARK

900654203 REEL: 007483 FRAME: 0995

Address Line 4: Toron	Toronto, CANADA M5K 1N2	
NAME OF SUBMITTER:	Katherine Dutka	
SIGNATURE:	/Katherine Dutka/	
DATE SIGNED:	11/04/2021	

Total Attachments: 3

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TRADEMARK REEL: 007483 FRAME: 0996

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 21, 2021, by Antares Capital LP, in its capacity as administrative agent ("Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Bradshaw International, Inc., a Delaware corporation (the "<u>Grantor</u>") and Administrative Agent were parties to that certain Trademark Collateral Agreement, dated as of March 8, 2021 (the "<u>Security Agreement</u>"), pursuant to which the Grantor granted a security interest to Administrative Agent in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including the trademarks set forth on <u>Schedule A</u> hereto:

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 9, 2021, at Reel 7215, Frame 0624; and

WHEREAS, the Grantor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

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

- 1. Administrative Agent hereby releases its security interest in all of the Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
 - (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
 - (ii) proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement 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 to sue for and collect said damages.
- 2. Administrative Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 007483 FRAME: 0997 IN WITNESS WHEREOF, Administrative has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Administrative Agent

By: Adam Chalmers
Name: Adam Chalmers

Its: Duly Authorized Signatory

REEL: 007483 FRAME: 0998

SCHEDULE A

Registered Trademarks and Trademark Applications

Trademark	Registration Date	Registration Number	Status
HOTCOOKING BANDS	02/12/2008	3380221	REGISTERED
ARCHITEC	04/02/2019	5714706	REGISTERED
ECO SMART	07/16/2013	4368765	REGISTERED
RECIPE ROCK	09/25/2012	4215347	REGISTERED
ARCHITEC HOMEGROWN GOURMET PRODUCTS	12/08/2015	4865482	REGISTERED
RESTORE A WHOLESOME FUTURE	07/14/2015	4771767	REGISTERED
SAVOR CUBE TRAYS	03/31/2015	4712586	REGISTERED
TSP	06/07/2016	4974062	REGISTERED
MADEIRA	03/05/2013	4298522	REGISTERED
M M	09/25/2012	4213779	REGISTERED
STARBOARD COLLECTION	08/26/2014	4593532	REGISTERED

RECORDED: 11/04/2021

TRADEMARK REEL: 007483 FRAME: 0999