# OP \$340.00 3137336

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685770

SUBMISSION TYPE:	NEW ASSIGNMENT
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:	CANADA	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 13**

T	
Number	Word Mark
3137336	SUPER EASY OPEN
3856000	LUNCH BOX 2-GO
4356219	GOURMET SOLUTIONS
2833941	GOURMET SOLUTIONS
3546528	CLICK & FRESH
3553395	SOUPER LUNCH SET TO-GO
3855981	SALAD ON THE RUN
3855983	MEALS ON THE RUN
4030037	GREEN SOLUTIONS
4248895	TABLE READY FOOD STORAGE
4743476	DON'T TOSS IT WASH IT!
4421282	EZ STRAIN
77896309	CEREAL ON THE RUN
	3137336 3856000 4356219 2833941 3546528 3553395 3855981 3855983 4030037 4248895 4743476 4421282

### **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

> TRADEMARK REEL: 007484 FRAME: 0020

900654199

Correspondent Name: Katherine Dutka

Address Line 1: 79 Wellington St. W., Suite 3000
Address Line 4: 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: 007484 FRAME: 0021

### 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 December 3, 2015 (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 December 4, 2015, at Reel 5682, Frame 0381; 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: 007484 FRAME: 0022 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

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# SCHEDULE A

# Registered Trademarks and Trademark Applications

TRADEMARK	Description and Registration Number	REGISTERED DATE
	FOODSTORAGE, HOUSEWARES	
SUPER EASY OPEN	#3,137,336	8/29/2006
	FOODSTORAGE, HOUSEWARES	
LUNCH BOX 2-GO	#3856000	10/5/2010
	FOOD STORAGE, KITCHEN TOOLS, CLEANING SETS	
GOURMET SOLUTIONS	#4,356,219	6/25/2013
	KITCHEN TOOLS,	
GOURMET SOLUTIONS	#2,833,941	4/20/2004
	FOODSTORAGE, HOUSEWARES	
CLICK N FRESH	#3,546,528	12/16/2008
	FOODSTORAGE, HOUSEWARES	
SOUPER LUNCH SET TO-GO	#3,553,395	12/30/2008
	FOODSTORAGE, HOUSEWARES	
SALAD ON THE RUN	#3,855,981	10/5/2010
	FOODSTORAGE, HOUSEWARES	
MEALS ON THE RUN	#3,855,983	10/5/2010
	FOODSTORAGE, HOUSEWARES	
CEREAL ON THE RUN	#77896309	10/12/2010
	BIODEGRADEABLE FOOD STORAGE & BAGS #4,030,037	
Green Solutions		9/20/2011
	FOODSTORAGE, HOUSEWARES	
TABLE READY	#4,248,895	11/1/12
	DISHES, CL. 2,13,23,29,30,33,40,50	
DON'T TOSS IT WASH IT	REG# 4,743,476	5/26/15
	This is a Canadian Trademark	
GOURMET SOUTIONS	# TMA914,708	6/21/15
	cl. 21 Cooking Pots, Strainers	
EZ STRAIN	#4,421,282	10/22/2013

**RECORDED: 11/04/2021** 

TRADEMARK REEL: 007484 FRAME: 0024