

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maranon Capital, L.P., as Administrative Agent		10/29/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wholesale Produce Supply, LLC		
Street Address:	752 Kasota Circle		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55414		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4037770	HARVEST CRISP	
Registration Number:	1642965	HULL'S	
Registration Number:	5282115	NORA AND ASHLEY'S	
Registration Number:	5120667	MINNESWEETS - SWEET MINI PEPPERS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	11/05/2021		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of October 29, 2021 (this “Release”), is made by Maranon Capital, L.P. (“Maranon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the Issuing Banks (as defined in the Credit Agreement referred to below) and the other Secured Parties in favor of Wholesale Produce Supply, LLC, a Delaware limited liability company (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2019 (as amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders and the Issuing Banks from time to time party thereto and Maranon, as the Administrative Agent for the Lenders and the Issuing Banks, the Lenders and the Issuing Banks severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) agreed, pursuant to a Security Agreement dated as of August 28, 2019 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor and the Administrative Agent were parties to that certain Trademark Security Agreement, dated as of August 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 28, 2019 at Reel 6731, Frame 0219; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement

2. Grant of Security Interest Trademark Collateral. The Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges its security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"), shall hereby cease and become void:

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Further Assurances. The Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the security interest contemplated hereby.

4. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARANON CAPITAL, L.P., as the
Administrative Agent

By: 
Name: Gregory Long
Title: Managing Director

SCHEDULE I
TO
TRADEMARK RELEASE

TRADEMARK REGISTRATIONS

Registered Trademarks - ®	Registration No.	Registered Date	Company Name
HARVEST CRISP	4,037,770	October 11, 2011	Wholesale Produce Supply, LLC
HULL'S	1,642,965	April 30, 1991	Wholesale Produce Supply, LLC
NORA AND ASHLEY'S	5,282,115	September 5, 2017	Wholesale Produce Supply, LLC
MINNESWEETS – SWEET MINI PEPPERS	5,120,667	January 10, 2017	Wholesale Produce Supply, LLC

TRADEMARK APPLICATIONS

None.