# CH \$215.00 338037

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM706222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/31/2022	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	MAZZETTA COMPANY, LLC
Street Address:	1990 St. Johns Avenue
City:	Highland Park
State/Country:	ILLINOIS
Postal Code:	60035
Entity Type:	Limited Liability Company: ILLINOIS

## **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3380373	S·E·A M·A·Z·Z PRIME
Registration Number:	3380371	SEAMAZZ PRIME
Registration Number:	2193880	SEAMAZZ ENVIRONMENTALLY AWARE
Registration Number:	3886660	GOT SHRIMP?
Registration Number:	1891234	MAZZETTA COMPANY, LLC
Registration Number:	1613090	
Registration Number:	1924758	SEAMAZZ
Registration Number:	1998646	SEA MAZZ

## **CORRESPONDENCE DATA**

**Fax Number:** 3126095005

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.

**Email:** hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

**Address Line 2:** Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40870.00.0278

TRADEMARK
REEL: 007610 FRAME: 0833

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NAME OF SUBMITTER:	Holly Miller	
SIGNATURE:	/Holly Miller/	
DATE SIGNED:	02/02/2022	
Total Attachments: 4		
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REEL: 007610 FRAME: 0834

# TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2022 (the "Release"), from **BANK OF AMERICA**, **N.A.**, a national banking association, as agent for itself and the Lenders party to the Loan Agreement described below (in such capacity, together with its successors and assigns, the "Agent"), to **MAZZETTA COMPANY**, **LLC**, an Illinois limited liability company ("Mazzetta"), and each of Mazzetta's Subsidiaries identified on the signature pages to the Trademark Security Agreement described below (collectively, jointly and severally, "Grantors" and each individually, "Grantor").

## WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of February 17, 2017, (as amended through the date hereof, the "Loan Agreement"), Grantors granted to the Agent a security interest (the "Security Interest") in certain collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 17, 2017 (the "<u>Trademark Security Agreement</u>"), among the Agent and Grantors, Grantors, by reference to the Loan Agreement, reaffirmed their intent to grant to the Agent the Security Interest specifically in the Trademark Collateral (defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in (i) the Trademark Division of the United States Patent and Trademark Office on February 21, 2017 at Reel 5993 and Frame 0171, and (ii) the Canadian Intellectual Property Office on June 15, 2017; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, including the items of Trademark Collateral set forth on Schedule I attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement and the Loan Documents (defined in the Loan Agreement), as applicable.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases, and discharges, without recourse, representation, or warranty, its Security Interest in the Trademark Collateral, and any right, title, or interest of the Agent in such Trademark Collateral shall hereby cease and become void. The Agent reassigns to the Grantors any and all such right, title, and interest (if any) that the Agent may have in, to, and under the Trademark Collateral.

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TRADEMARK REEL: 007610 FRAME: 0835

- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
- 4. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,

as Agent

By Thomas H. Henry
Name: Thomas Herron

Title: Senior Vice President

Address:

Bank of America, N.A. 135 South LaSalle Street Mail Code IL4-135-09-27 Chicago, Illinois 60603

Attn: Mazzetta Loan Administration

Telecopy: 312-904-7190

# **SCHEDULE I**

# **Trademark Collateral**

# **U.S Trademark Registrations**:

Grantor	Mark	Registration Date	Registration No.
Mazzetta Company, LLC	Seamazz Prime and Design	2/12/2008	3380373
Mazzetta Company, LLC	Seamazz Prime	2/12/2008	3380371
Mazzetta Company, LLC	Seamazz Environmentally Aware and Turtle Design	10/6/1998	2193880
Mazzetta Company, LLC	Got Shrimp?	12/7/2010	3886660
Mazzetta Company, LLC	Mazzetta Company, LLC	4/25/1995	1891234
Mazzetta Company, LLC	M Design	9/11/90	1613090
Mazzetta Company, LLC	Seamazz	10/3/1995	1924758
Mazzetta Company, LLC	Seamazz and Design	9/3/1996	1998646

# **Canadian Trademark Registrations**:

**RECORDED: 02/02/2022** 

Grantor	Mark	Registration Date	Registration No.
Mazzetta Company, LLC	SEAMAZZ	3/18/1997	472844

Schedule I

TRADEMARK REEL: 007610 FRAME: 0838