## 900696967

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM730639

| SUBMISSION TYPE:      | NEW ASSIGNMENT                     |  |
|-----------------------|------------------------------------|--|
| NATURE OF CONVEYANCE: | TRADEMARK RELEASE AND REASSIGNMENT |  |

#### **CONVEYING PARTY DATA**

| Name                                                                 | Formerly | <b>Execution Date</b> | Entity Type                            |
|----------------------------------------------------------------------|----------|-----------------------|----------------------------------------|
| GOLUB CAPITAL MARKETS<br>LLC, as Administrative Agent<br>and Grantee |          | 05/18/2022            | Limited Liability Company:<br>DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | GRANDY'S, LLC                       |  |
|-----------------|-------------------------------------|--|
| Street Address: | 624 Grassmere Park Drive, Suite 30  |  |
| City:           | Nashville                           |  |
| State/Country:  | TENNESSEE                           |  |
| Postal Code:    | 37211                               |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |

#### **PROPERTY NUMBERS Total: 4**

| Property Type        | Number  | Word Mark            |
|----------------------|---------|----------------------|
| Registration Number: | 4156521 | SINNAMON             |
| Registration Number: | 2366475 | HOMESTYLE IN A HURRY |
| Registration Number: | 1362672 |                      |
| Registration Number: | 1376411 | GRANDY'S             |

### **CORRESPONDENCE DATA**

7043311159 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: 7043311000

Email: PTO\_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Suite 4700, ATTN: IP DEPARTMENT Address Line 2: Address Line 4: Charlotte, NORTH CAROLINA 28202

| ATTORNEY DOCKET NUMBER: | 422311.000717    |  |
|-------------------------|------------------|--|
| NAME OF SUBMITTER:      | John Slaughter   |  |
| SIGNATURE:              | /john slaughter/ |  |
| DATE SIGNED:            | 05/26/2022       |  |

**TRADEMARK** REEL: 007735 FRAME: 0307

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## **Total Attachments: 3**

source=T-RR - Golub Capital Markets LLC, as Administrative Agent and Grantee to Grandy's, LLC#page1.tif source=T-RR - Golub Capital Markets LLC, as Administrative Agent and Grantee to Grandy's, LLC#page2.tif source=T-RR - Golub Capital Markets LLC, as Administrative Agent and Grantee to Grandy's, LLC#page3.tif

TRADEMARK REEL: 007735 FRAME: 0308

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT ("Release") is made as of May 18, 2022, by GOLUB CAPITAL MARKETS LLC, a Delaware limited liability company, as administrative agent (in such capacity, "Grantee"), in favor of GRANDY'S, LLC, a Delaware limited liability company (the "Grantor"). 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, Grantor and Grantee are parties to that certain Guaranty and Security Agreement dated as of December 15, 2017 (the "Security Agreement") and that certain Trademark Security Agreement dated as of December 15, 2017 (the "Trademark Security Agreement") pursuant to each of which, as collateral for certain obligations, Grantor mortgaged, pledged and hypothecated to the Grantee for the benefit of the Secured Parties, and granted to the Grantee for the benefit of the Secured Parties, a Lien on and a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark Collateral set forth on Schedule 1 hereto:

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on December 15, 2017, at Reel 6230, Frame 0134;

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

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

- 1. Grantee hereby releases, relinquishes, terminates in its entirety and discharges fully its Lien on and security interest in all of Grantor's right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule 1 hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing.
- 2. Grantee hereby releases, relinquishes, terminates in its entirety and discharges fully its Lien on and security interest in the Trademark Collateral and reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's present and future right, title and interest in and to the Trademarks and the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule 1 hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing.
- 3. The Grantee authorizes the Grantor and its designees to record this Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantor's sole expense. The Grantee agrees to take all further actions, and provide to the Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

TRADEMARK REEL: 007735 FRAME: 0309 IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GOLUB CAPITAL MARKETS LLC, as

Administrative Agent and Grantee

By:

Name: Marc C. Robinson

Title: Senior Managing Director

# Schedule 1 to <u>Trademark Release and Reassignment</u>

## **Trademark Registrations**

| Mark                    | Application<br>No. | Application<br>Date | Registration<br>No. | Registration<br>Date |
|-------------------------|--------------------|---------------------|---------------------|----------------------|
| SINNAMON                | 85263140           | 3/10/11             | 4156521             | 6/12/12              |
| HOMESTYLE IN A<br>HURRY | 75802245           | 9/20/99             | 2366475             | 7/1/00               |
| Design Only             | 73526706           | 3/13/85             | 1362672             | 9/24/85              |
| GRANDY'S                | 73519596           | 1/28/85             | 1376411             | 12/17/85             |

**RECORDED: 05/26/2022** 

TRADEMARK REEL: 007735 FRAME: 0311