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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM738953

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC, as Collateral Agent		07/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Duke Cannon Supply Company LLC
Street Address:	123 N 3rd St., Suite 104
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6468895	PUMPKIN SPICE LATTE
Serial Number:	90814813	STEEL TOE
Serial Number:	90546228	SUPERIOR GRADE
Serial Number:	90380115	THICK IN A BOX
Serial Number:	90336900	SHAMROCK THICK

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 415-268-6538

Email: TMDocket@mofo.com

Correspondent Name: Jennifer Lee Taylor, Morrison & Foerster

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	75660.20
NAME OF SUBMITTER:	Muzamil Huq
SIGNATURE:	/mhuq/
DATE SIGNED:	07/05/2022

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 1, 2022 ("Release"), is made by Alter Domus (US) LLC, as Collateral Agent ("Collateral Agent") for the Secured Parties in favor of Duke Cannon Supply Company LLC, Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of November 20, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto, and the Trademark Security Agreement dated as of October 15, 2021 by and among the Grantor and Collateral Agent ("Trademark Security Agreement"), Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on October 18, 2021 at Reel 7457 Frame 0462.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the Lien on and any security interest in, all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Alter Domus (US) LLC, as Collateral Agent

Name: Pinju Chiu

Title: Associate Counsel

Schedule A

Duke Cannon Supply Company LLC (Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest Granted by Duke Cannon Supply Company LLC In Favor of Alter Domus (US) LLC, as Collateral Agent Recorded October 18, 2021 at Reel 7457 Frame 0462

Trademark Registration

Mark	Reg. No.	Reg. Date
PUMPKIN SPICE LATTE	6468895	08/31/2021

Trademark Applications

Mark	Appl. No.	Filing Date
STEEL TOE	90814813	07/07/2021
SUPERIOR GRADE	90546228	02/25/2021
THICK IN A BOX	90380115	12/14/2020
SHAMROCK THICK	90336900	11/23/2020

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RECORDED: 07/05/2022