

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747807

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900695062

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY		04/04/2022	Corporation:
TOWER SQUARE CAPITAL PARTNERS IV, L.P.		04/04/2022	Limited Partnership:
TOWER SQUARE CAPITAL PARTNERS IV-A, L.P.		04/04/2022	Limited Partnership:
BARINGS CORPORATE INVESTORS		04/04/2022	Business Trust:
BARINGS PARTICIPATION INVESTORS		04/04/2022	Business Trust:
MOSAIC CAPITAL INVESTORS I, LP		04/04/2022	Limited Partnership:
TRUE WEST CAPITAL PARTNERS FUND II, L.P. F/K/A SEAM FUND II, L.P.		04/04/2022	Limited Partnership:
C.M. LIFE INSURANCE COMPANY		04/04/2022	Corporation:

RECEIVING PARTY DATA

Name:	Hollandia Produce Group, Inc.
Street Address:	1545 Santa Monica Road
City:	Carpinteria
State/Country:	CALIFORNIA
Postal Code:	93013
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5369454	
Registration Number:	5501567	HOME HARVEST PACK

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: trademarks@mcguirewoods.com
Correspondent Name: Janet P. Peyton c/o McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	2080842-0005
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NAME OF SUBMITTER:	Christel E. Harlacher
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SIGNATURE:	/Christel E. Harlacher/
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DATE SIGNED:	08/11/2022
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Total Attachments: 7

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**TERMINATION AND RELEASE OF
PATENT AND TRADEMARK SECURITY AGREEMENT
(TRADEMARKS)**

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2022 (the "Release"), from **C.M. LIFE INSURANCE COMPANY**, a Connecticut corporation, **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation, **TOWER SQUARE CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership, **TOWER SQUARE CAPITAL PARTNERS IV-A, L.P.**, a Delaware limited partnership, **BARINGS CORPORATE INVESTORS**, a Massachusetts business trust, **BARINGS PARTICIPATION INVESTORS**, a Massachusetts business trust, **MOSAIC CAPITAL INVESTORS I, LP**, a Delaware limited partnership, and **TRUE WEST CAPITAL PARTNERS FUND II, L.P. F/K/A SEAM FUND II, L.P.**, a Delaware limited partnership (collectively, together with their respective participants, successors and assigns, the "Lenders" and each, a "Lender"), each Lender having a business location at the address set forth below next to its signature, to **Hollandia Produce Group, Inc.**, a California corporation ("HPG"), having a business location at 1545 Santa Monica Road, Carpinteria, California 93013.

WITNESSETH:

WHEREAS, Hollandia Produce, L.P., a California limited partnership ("Hollandia"), Green Growth Consulting, LLC, a California limited liability company ("Green Growth"), Advanced Sustain Ability, LLC, a California limited liability company ("Advanced"), Hollandia Flowers, LLC, a California limited liability company ("Flowers" and, together with Hollandia, Green Growth and Advanced, "Borrowers"), and Lenders are parties to (i) that certain Note Purchase Agreement (as amended, modified, supplemented or restated from time to time, the "Note Purchase Agreement") and (ii) that certain Security and Pledge Agreement (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), each dated as of December 31, 2015;

WHEREAS, as a condition to the extension of credit to the Borrowers, Lenders required the delivery by HPG of that certain Patent and Trademark Security Agreement, dated as of December 15, 2017 (the "IP Security Agreement"), among the Lenders and HPG, pursuant to which HPG granted to the Lenders a security interest (the "Security Interest") in, among other things, the Trademarks (as defined therein);

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 27, 2017 at Reel 006237 and Frame 0272; and

WHEREAS, the Lenders now desire to terminate and release the entirety of their Security Interest in the Trademarks, including the Trademarks 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 Lenders hereby state as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the IP Security Agreement.

2. Release of Security Interest. The Lenders hereby terminate, release, and discharge, without recourse, representation, or warranty, their Security Interest in the Trademarks, and any right, title, or interest of the Lenders in the Trademarks shall hereby cease and become void. The Lenders reassign to HPG any and all such right, title, and interest (if any) that the Lenders may have in, to, and under the Trademarks.

3. Further Assurances. The Lenders hereby agree 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. Governing Law. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.


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IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their duly authorized officers as of the date first above written.

C.M. Life Insurance Company
c/o Barings LLC
300 South Tryon Street, Suite 2500
Charlotte, NC 28202

C.M. LIFE INSURANCE COMPANY


By: Barings LLC,
as Investment Adviser

By: 
Name: Christina Emery
Title: Managing Director

Massachusetts Mutual Life Insurance
Company
c/o Barings LLC
300 South Tryon Street, Suite 2500
Charlotte, NC 28202

**MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY**

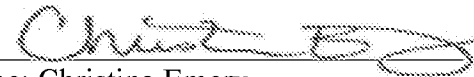
By: Barings LLC,
as Investment Adviser

By: 
Name: Christina Emery
Title: Managing Director

Tower Square Capital Partners IV, L.P.
c/o Barings LLC
300 South Tryon Street, Suite 2500
Charlotte, NC 28202

**TOWER SQUARE CAPITAL
PARTNERS IV, L.P.**

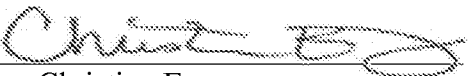
By: Barings LLC,
as Investment Manager

By: 
Name: Christina Emery
Title: Managing Director

Tower Square Capital Partners IV-A, L.P.
c/o Barings LLC
300 South Tryon Street, Suite 2500
Charlotte, NC 28202


**TOWER SQUARE CAPITAL
PARTNERS IV-A, L.P.**

By: Barings LLC,
as Investment Manager

By: 
Name: Christina Emery
Title: Managing Director

Barings Corporate Investors
c/o Barings LLC
300 South Tryon Street, Suite 2500
Charlotte, NC 28202


BARINGS CORPORATE INVESTORS

By: 
Name: Christina Emery
Title: President

The foregoing is executed on behalf of Barings Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Barings Participation Investors
c/o Barings LLC
300 South Tryon Street, Suite 2500
Charlotte, NC 28202

BARINGS PARTICIPATION INVESTORS

By: 
Name: Christina Emery
Title: President

The foregoing is executed on behalf of Barings Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Mosaic Capital Investors I, LP
c/o MOSAIC CAPITAL PARTNERS LLC
101 South Tryon Street, Suite 2620
Charlotte, NC 28280

MOSAIC CAPITAL INVESTORS I, LP

By: Mosaic Capital Investors, LLC,
Its General Partner

By: William Hayes
Name: William Hayes
Title: Member

True West Capital Partners Fund II, L.P.
10880 Wilshire Boulevard, Suite 2090
Los Angeles, CA 90024

**TRUE WEST CAPITAL PARTNERS
FUND II, L.P.**

By: TRUE WEST CAPITAL PARTNERS
II GP, LLC,
Its General Partner

By: _____
Name: Iain Douglas
Title: Member

be bound.

Mosaic Capital Investors I, LP
c/o MOSAIC CAPITAL PARTNERS LLC
101 South Tryon Street, Suite 2620
Charlotte, NC 28280

MOSAIC CAPITAL INVESTORS I, LP

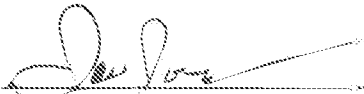
By: Mosaic Capital Investors, LLC,
Its General Partner

By: _____
Name: William Hayes
Title: Member

True West Capital Partners Fund II, L.P.
10880 Wilshire Boulevard, Suite 2090
Los Angeles, CA 90024

**TRUE WEST CAPITAL PARTNERS
FUND II, L.P.**

By: TRUE WEST CAPITAL PARTNERS
II GP, LLC,
Its General Partner

By:  _____
Name: Iain Douglas
Title: Member

*Signature Page to Termination and
Release of Patent and Trademark Security Agreement
(Trademarks)*

**TRADEMARK
REEL: 007778 FRAME: 0707**

SCHEDULE I

Trademarks

U.S. Trademark Registrations:

Grantor	Mark	Registration Date	Registration No.
Hollandia Produce Group, Inc.		January 2, 2018	5369454
Hollandia Produce Group, Inc.	HOME HARVEST PACK	June 26, 2018	5501567