

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760368

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|------------------------------|---|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | Termination and Release of Trademarks at Reel 6826/Frame 0218 |
| RESUBMIT DOCUMENT ID: | 900723139 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-------------------------------------|
| LAGO INNOVATION FUND, LLC | | 08/10/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Maple Hill Creamery LLC |
| Street Address: | 540 Lake Cook Road, Suite 120 |
| City: | Deerfield |
| State/Country: | ILLINOIS |
| Postal Code: | 60015 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 5787355 | NO CORN, NO GRAIN, JUST GRASS! |
| Serial Number: | 88207318 | THE BETTER ORGANIC |
| Registration Number: | 5358931 | RUN ON GRASS |
| Registration Number: | 5358930 | |
| Registration Number: | 4884127 | MAPLE HILL |
| Registration Number: | 4887813 | |
| Registration Number: | 4884130 | YOU ARE WHAT I EAT |
| Registration Number: | 4887815 | |

CORRESPONDENCE DATA

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: 8004945225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: JAY DASILVA
 Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
 Address Line 2: COGENCY GLOBAL INC.
 Address Line 4: WASHINGTON, D.C. 20036

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1758359 TM TERM A |
| NAME OF SUBMITTER: | Yvette Stohler |
| SIGNATURE: | /Yvette Stohler/ |
| DATE SIGNED: | 10/11/2022 |

Total Attachments: 6

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of August 10, 2022, is executed by **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company (the "Secured Party"), and in favor of **MAPLE HILL CREAMERY LLC**, a Delaware limited liability company ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of December 26, 2019, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of December 26, 2019, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).

B. The Intellectual Property Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 26, 2019 at Reel/Frame 6826/0218, and rerecorded on June 29, 2022 at Reel/Frame 7764/0725, to evidence the security interest granted under the Loan Agreement.

C. The Intellectual Property Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on June 29, 2022 at Reel/Frame 060346/0341, to evidence the security interest granted under the Loan Agreement.

D. The Intellectual Property Security Agreement was recorded with the United States Copyright Office on June 29, 2022, at Document Number VI5008D080, to evidence the security interest granted under the Loan Agreement.

E. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral (as defined in the Loan Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party shall record or file this Termination with the Trademark Division of the United States Patent and Trademark Office (at the Grantor's sole cost and expense).

5. Secured Party 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 termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

LAGO INNOVATION FUND, LLC

By: 

Name: Heather La Freniere

Title: Managing Partner

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

DMS 23287119

TRADEMARK
REEL: 007818 FRAME: 0805

EXHIBIT A
COPYRIGHTS

| | <u>Type Of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Preregistered?</u> |
|----|----------------------|---------------|---|-----------------------------|---------------------|-----------------------|
| 1. | Visual Material | Cow - Pixie. | | VA0002225004 | 2020-10-05 | |
| 2. | Visual Material | Cow - Ushi. | | VA0002225026 | 2020-10-05 | |
| 3. | Visual Material | Cow - Willow. | | VA0002225022 | 2020-10-05 | |
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Exhibit A

EXHIBIT B
TRADEMARKS

| | <u>Mark:</u> | <u>U.S. Serial Number:</u> | <u>U.S. File Date</u> | <u>U.S. Registration Number:</u> |
|-----|--|----------------------------|-----------------------|----------------------------------|
| 1. | NO SUGAR. NO SWEETENERS. JUST GREAT TASTE. | 90119222 | Aug. 17, 2020 | Under Examination |
| 2. | HUMANE. REGENERATIVE. TRACEABLE. | 90119214 | Aug. 17, 2020 | 6358055 |
| 3. | | 90119267 | Aug. 17, 2020 | 6314009 |
| 4. | | 90119257 | Aug. 17, 2020 | 6314008 |
| 5. | | 90119236 | Aug. 17, 2020 | 6314006 |
| 6. | MILK WITH INTEGRITY | 90119209 | Aug. 17, 2020 | 6314004 |
| 7. | 100% GRASSFED MAPLE HILL ORGANIC | 90119199 | Aug. 17, 2020 | 6314002 |
| 8. | MAPLE HILL ORGANIC | 90119190 | Aug. 17, 2020 | 6314000 |
| 9. | MAPLE HILL ORGANIC | 90119178 | Aug. 17, 2020 | 6313998 |
| 10. | NO CORN NO GRAIN JUST GRASS! | 88207321 | Nov. 27, 2018 | 5787355 |
| 11. | THE BETTER ORGANIC | 88207318 | Nov. 27, 2018 | Under Examination |
| 12. | RUN ON GRASS | 87434832 | May 03, 2017 | 5358931 |
| 13. | | 87434826 | May 03, 2017 | 5358930 |
| 14. | MAPLE HILL | 86447761 | Nov. 07, 2014 | 4884127 |
| 15. | | 86447787 | Nov. 07, 2014 | 4887813 |
| 16. | YOU ARE WHAT I EAT | 86448000 | Nov. 07, 2014 | 4884130 |
| 17. | | 86447895 | Nov. 07, 2014 | 4887815 |

*Trademark nos. 10-17 subject to the existing security interest in favor of LAGO Innovation Fund, LLC recorded Dec. 26, 2019 (6826/0218).

EXHIBIT C
PATENTS

| | <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued Or Published?</u> | <u>Issue Date:</u> |
|----|---|-----------------------|-----------------------------------|-----------------------------|--------------------|
| 1. | PROCESS FOR MAKING A DAIRY BEVERAGE WITH IMPROVED NUTRITION | Pending | 17/172,665 | Published | 2021-02-10 |
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Exhibit C