

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		12/21/2022	Bank: CANADA
RECEIVING PARTY DATA			
Name:	MASTRONARDI PRODUCE LIMITED		
Street Address:	2100 Road 4 East		
City:	Kingsville, Ontario		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87908283	ALOHA	
Serial Number:	87957134	BRASPBERRY	
Registration Number:	5505695	GOURMET MEDLEY	
Registration Number:	5481219	SUNSET GROWN	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<i>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.</i>			
Phone:	2029567685		
Email:	carrier@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	2100 Road 4 East		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	020838.00058 (RMC)		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		
DATE SIGNED:	12/22/2022		
Total Attachments: 3			

OP \$115.00 87908283

source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6424-0194)#page1.tif
source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6424-0194)#page2.tif
source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6424-0194)#page3.tif

**NOTICE OF TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

Dated as of December 21, 2022

This NOTICE OF TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made by **BANK OF MONTREAL**, as Administrative Agent (“Administrative Agent”) having an office located at 250 Yonge Street, 11th floor, Toronto, ON M5B 2L7, in favor of **MASTRONARDI PRODUCE LIMITED**, a corporation existing under the laws of the Province of Ontario, Canada (“Grantor”), having its chief executive office at 2100 Road 4 East, Kingsville, Ontario, Canada N9Y 2E5.

WITNESSETH:

WHEREAS, reference is made to the U.S. Security and Pledge Agreement dated as of May 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”) among the Grantor, the other grantors party thereto and the Administrative Agent for the Secured Parties referenced therein, pursuant to which the Grantor granted a security interest in and lien upon the trademarks and trademark applications listed on Schedule 1 attached hereto (the “Trademark Collateral”) to the Administrative Agent for the ratable benefit of the Secured Parties; and

WHEREAS, in furtherance of the Agreement, the Grantor and the Administrative Agent entered into that certain Notice of Grant of Security Interest in Trademarks dated as of August 24, 2018 (the “Trademark Notice”), which was which was duly recorded on August 29, 2018, at Reel/Frame 6424/0194 in the Trademark Division of the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without representation or warranty, hereby terminates, cancels, discharges and releases its security interest in and lien upon the Trademark Collateral and any right, title and interest of the Administrative Agent in the Trademark Collateral shall hereby cease and become void. The Administrative Agent hereby re-transfers, re-conveys and re-assigns to the Grantor any right, title or interest it may have acquired in or to any of the Trademark Collateral. The Administrative Agent, without representation or warranty, hereby terminates and cancels the Trademark Notice.

The Administrative Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.


The Administrative Agent hereby agrees, at the Grantor’s sole cost and expense, to deliver such other documents and do such further acts as the Grantor may reasonably request in order to confirm the termination and release of the security interest contemplated by this Release.

Capitalized terms used but not otherwise defined in this Release shall have the meanings given to such terms or given to such terms by reference in the Agreement or the Trademark Notice, as applicable.

[Signature page follows.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its authorized officer as of the date first written above.

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Agha Husnain Raza
Its: Director - Asset Based Lending

SCHEDULE 1

TRADEMARKS

Country	Mark	Application/Registration Number	Owner
United States	ALOHA	App. No.: 87908283	Mastronardi Produce Limited
United States	BRASPBERRY	App. No.: 87957134	Mastronardi Produce Limited
United States	GOURMET MEDLEY	App. No.: 86475908 Reg. No.: 5505695	Mastronardi Produce Limited
United States	SUNSET GROWN	App. No.: 85423495 Reg. No.: 5481219	Mastronardi Produce Limited