

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as successor in interest		11/10/2022	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Monterey Mushrooms, Inc.
<b>Street Address:</b>	260 Westgate Drive
<b>City:</b>	Watsonville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95076
<b>Entity Type:</b>	Corporation: CALIFORNIA
<b>Name:</b>	Amycel, Inc.
<b>Street Address:</b>	260 Westgate Drive
<b>City:</b>	Watsonville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95076
<b>Entity Type:</b>	Corporation: CALIFORNIA
<b>Name:</b>	Spawn Mate, Inc.
<b>Street Address:</b>	260 Westgate Drive
<b>City:</b>	Watsonville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95076
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	1285406	MONTEREY
<b>Registration Number:</b>	1299678	MONTEREY
<b>Registration Number:</b>	1064979	MONTEREY
<b>Registration Number:</b>	1279120	STEAK MATE
<b>Registration Number:</b>	1202244	AMYCEL
<b>Registration Number:</b>	1233171	SPAWN MATE
<b>Registration Number:</b>	1230719	SPAWN MATE

**CORRESPONDENCE DATA****Fax Number:** 6127661600*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:** 612-766-8982**Email:** karen.spina@faegredrinker.com**Correspondent Name:** Craig Komanecki**Address Line 1:** 2200 Wells Fargo Center, 90 S. 7th St.**Address Line 2:** FAEGRE DRINKER BIDDLE & REATH LLP**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Karen M. Spina
<b>SIGNATURE:</b>	/Karen M. Spina/
<b>DATE SIGNED:</b>	12/23/2022

**Total Attachments: 3**

source=Project Kimia - Release of Trademark Security Interest\_Executed#page1.tif

source=Project Kimia - Release of Trademark Security Interest\_Executed#page2.tif

source=Project Kimia - Release of Trademark Security Interest\_Executed#page3.tif

## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "*Release*") is made and entered into as of November 10, 2022, by Bank of America, N.A. (including as successor to Security Pacific National Bank) ("*Lender*").

**WHEREAS**, each of Monterey Mushrooms, Inc., a California corporation, Amycel, Inc., a California corporation, Spawn Mate, Inc., a California corporation (each, a "*Company*" and together, the "*Companies*") entered into a credit arrangement with and obtained a loan from Security Pacific National Bank on July 14, 1988 (the "*Loans*").

**WHEREAS**, Lender is the successor in interest to Security Pacific National Bank, and owns Security Pacific National Bank's rights and obligations in connection with the Loans.

**WHEREAS**, as security for the Loans, each Company granted a security interest to Lender in certain of such Company's trademark registrations as set forth on Exhibit A attached hereto (the "*Trademark Collateral*"), and evidence of such interests was recorded with the United States Patent and Trademark Office ("*USPTO*") at Reel/Frame 0626/0609, Reel/Frame 0626/0619, and Reel/Frame 0626/0629 (the agreements filed at each such Reel/Frame, each, an "*IP Filing*"), respectively (collectively, the "*Trademark Security Interests*").

**WHEREAS**, each of the Companies subsequently paid off the Loans and each of the Companies has requested that Lender enter into this Release to effectuate, reaffirm, confirm and record the release of the Trademark Security Interests, and the release and reassignment to the Companies of any interest in the Trademark Security Interests Lender may have.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees as follows:

1. Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Loans and any related security agreement(s) (which shall include each IP Filing) and terminates, releases and discharges any and all security interests, liens, and other rights, title, or interest that it has in any Trademark Security Interest or that it has pursuant to the Loans or any related security agreement(s) (which shall include each IP Filing) in any and all right, title and interest of the Companies or in any Trademark Collateral, and reassigns to the Companies any and all right, title and interest that it may have, in, to and under the Trademark Security Interests and the Trademark Collateral.


2. Further Assurances. Lender agrees, at the Companies' expense, to take all further actions, and provide to the Companies and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Companies and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release. Lender hereby authorizes each of the Companies and their successors, assigns, and designees to file this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Bank of America, N.A.

as Lender and successor to Security Pacific  
National Bank

By: 

Name: Armatha Bell

Title: AVP

US.137673338.08

[Signature Page to Release of Trademark Security Interest]

**EXHIBIT A**

**INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS**

Monterey Mushrooms, Inc. Trademark Registrations:

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	MONTEREY	73/355,246	3/18/1982	1,285,406	7/10/1984
United States	MONTEREY	73/352,946	3/4/1982	1,299,678	10/9/1984
United States	MONTEREY	73/059,565	8/4/1975	1,064,979	5/3/1977
United States	STEAK MATE	73/4109,157	3/28/1983	1,279,120	5/22/1984

Amycel, Inc. Trademark Registration:

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	AMYCEL	73/306,255	6/18/1980	1,202,244	7/20/1982

Spawn Mate, Inc. Trademark Registrations:

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	SPAWN MATE	73/306,255	4/17/1981	1,233,171	4/5/1983
United States	SPAWN MATE (and Design)	73/306,304	4/17/1981	1,230,719	3/15/1983

[Exhibit A to Release of Trademark Security Interest]