# CH \$215.00 863408°

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM783366

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brown Brothers Harriman & Co.		01/31/2023	Limited Partnership: NEW YORK

# **RECEIVING PARTY DATA**

Name:	Sustainable Harvest, Inc.
Street Address:	1101 SW WASHINGTON STREET
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	Corporation: OREGON

## **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	86340817	HABLEMOS DE CAFÉ
Serial Number:	77571028	LET'S TALK COFFEE
Serial Number:	77571046	LET'S TALK COFFEE
Serial Number:	86340785	LET'S TALK COFFEE
Serial Number:	77544703	OCC
Serial Number:	78457408	SUSTAINABLE HARVEST
Serial Number:	86625567	SUSTAINABLE HARVEST PREMIUM SHARING REWA
Serial Number:	86314436	TASTIFY

# **CORRESPONDENCE DATA**

**Fax Number:** 5032261191

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.

Email: FCurci@Buchalter.com

Correspondent Name: Frank Curci

Address Line 1: 805 S.W. Broadway, Suite 1500
Address Line 4: Portland, OREGON 97205

NAME OF SUBMITTER:	Frank X. Curci
SIGNATURE:	/Frank X. Curci/

TRADEMARK REEL: 007956 FRAME: 0041

DATE SIGNED:	01/31/2023
Total Attachments: 6	
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TRADEMARK REEL: 007956 FRAME: 0042

### RELEASE AND REASSIGNMENT OF TRADEMARK SECURITY INTEREST

This RELEASE AND REASSIGNMENT OF TRADEMARK SECURITY INTEREST ("Release & Reassignment"), effective as of January 31, 2023, is granted by Brown Brothers Harriman & Co. ("Secured Party"), in favor of Sustainable Harvest, Inc., an Oregon corporation ("Grantor") and their successors, assigns and legal representatives.

### RECITALS

A. As a condition of Secured Party making certain loans to the Grantor, the parties entered into the General Security Agreement, dated June 1, 2015 (the "Security Agreement"), and the Trademark Security Agreement, dated June 1, 2015 (the "Trademark Security Agreement").

- B. Pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Secured Party a security interest in the Grantor's Trademark Collateral (as defined below and in the Trademark Security Agreement), including without limitation in the Grantor's Trademarks (as defined below and in the Trademark Security Agreement).
- C. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office at REEL: 005555, FRAMES 0836 to 0848 on June 18, 2015; and
- D. Pursuant to this Release & Reassignment, the parties intend to effectuate, evidence, and record the release and reassignment back to the Grantor, of all of the Secured Party's rights, title and interest in the Trademarks and the other Trademark Collateral that Secured Party may have under the Security Agreement and Trademark Security Agreement.

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

- 1. Release & Reassignment of Security Interest. Secured Party, on behalf of itself and its successors, assigns, and legal representatives hereby: (i) terminates the Trademark Security Agreement and the Security Agreement; (ii) without limiting the foregoing in any way, terminates, releases, and discharges any and all security interests that Secured Party has pursuant to the Security Agreements and the Trademark Security Agreement in any and all rights, title and interest of the Grantor in and to the following; and (iii) without limiting the foregoing in any way, reassigns back to the Grantor any and all rights, title and interest that the Secured Party may have in, to and under the following:
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in **Appendix 1** attached hereto (and by this reference incorporated herein), together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("<u>Trademarks</u>");
  - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(all of the above in this Section 1 are hereinafter collectively referred to as "Trademark Collateral").

- 2. <u>Further Assurances</u>. Secured Party agrees to take all reasonable further actions (including, without limitation, the execution and delivery of any and all further reasonable documents or other instruments) as the Grantor may reasonably request in order to confirm, effectuate or record this Release & Reassignment.
- 3. <u>Governing Law</u>. This Release & Reassignment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release & Reassignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

#74716604v1

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

# **SECURED PARTY:**

Brown Brothers Harriman & Co.

Name: Brandon R. Jackson

Title: Senior Vice President

# **APPENDIX 1**

# TRADEMARKS

***						est, Inc.: Trade					A	A - 12	Chataur -
CM(Docket) Number	Trademark	Division	Logo image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Data Ragistare	Registration Number	Action Date	Action Comments	Status Comments
105206-0035	LETS TALK RELATIONSHIP COFFEE (found logo)			Australia	41	Educational services, namely, commerce and training programs that addirect bundance isostete, market strategine, and quarity control in the field of coffee production	6/21/2015	1695114			12/21/2015	Check status.	Newly filed application not yet assigned to E/
105206-0037	Sustainable Harvest Logo (AU-Seines)		Harvest Harvest	Australia	30	Coffee, tex, come and venilla	5/21/2015	1696112			12/21/2015	Check status.	Neory first application not yill goodgrand to Ed
105206-0038	BUSTAINABLE HARVEST PREMIUM BHARING REWARDS			Australia	35	incentive awards program to promote suctainable, high-quody growing practices by termora in exchange for tools and products that improve productivity or quody of Me	5/21/2015	1695111			11/11/2015	8-month foreign thing deadline to claim US Application Priority Data	Newly Rad application not yet assigned to E.
105206-0038	TASTIFY			Austraka	42	Software as a service (SAAS) issuing software for the purpose of visually illustrating the flavors, proding and evaluation of Lastes for coffee, tea, pervisings and food, for cooksyling date thereon and generating reports thereform, CI 42	\$21/2015	1695113			12/21/2015	Check status.	Newly filed applicable not yet such igned to E
	The state of the s							Serial	Date	Registration	Anlan	Action	Status
CM(Docket) Number	Trademark	Division	Logo image	Country	Class(se)	Goods/Services	Date Filed	Number	Registere	Number	Data	Comments	Comments
105206-0029	LET'S TALK COFFEE & Logo™		<b>⊚</b> coffee	Brazil	41	Educational services, namely, seminare and training programs that address business insulates success and quasity control in the field of confee production, the field of confee production, Ci 41	1/16/2015	\$0 <b>86</b> 71570			7/24/2015	Check status	4/9/2015 - forward copy of publication to client, 5/9/2/2015 - receive confirmation that issue that filed Priority Document with the Brazillon (NP)
105206-0019	LET'S TALK COFFEE®			Colombia	41	Educational services, namely, serminers and training programs that address business issues, molitol strategies, and quality control in the field of codes production, CI 41	3/16/2009	09027075	10/22/2003	390156	10/22/2019	Deadine for filing renewal application.	Regalared
105206-0020	LET'S TALK COFFEE®			Costa Rica	41	Educational services, namely, cerminars and transmip programs the bodiness business tables, movies strelegies, and quality control in the fleid of coffice production CI 41	3/16/2009	0120090022	B/13/2009	193539	8/13/2019	Deedline for filing renewed application	Regulated
105206-0022	HABLEMOS DE CAFÉ & Logo™		MASLENOS DE CAFÉ	Gustemalia	41	Educational services, namely, seminars and training programs that address business issues, market birdegists, and quality control	1/16/2015	2015300			6/15/2015	Pending examination - check status	3/12/2015 - Assoc confirms status

TRADEMARK REEL: 007956 FRAME: 0045

CM(Docket) Number	Trademark	Distalan	Logo image	Country	Classias	Goods/Sarvices	Date Filed	Serial Number		Registration Number	Action Date	Action Comments	Status Comments
105206-0021	LET'S TALK COFFEE®			Gustemeta	41	Educational services, namely, seminars and treating programs that address business severe, market strategies and quality control in the field of coffee production. Cl 41		20091643	***************	56509	11/9/2019	Deadline for filing	3/12/2015 - associate profirms slatus
105205-0017	HABLEMOS DE CAFÉ and Rœund Balloon Design ™		© de café	Medad Prelocol	41	Educational services, namely, seminary and irening programs that address buchess localess buchess locales buchess locales buches locales and quarky control in the field of coffee production, CI 41	1/18/2015	A0047682			8/15/2015	Check statue of POA with WIPO	Bacic Application is U.5 matter (DVS: 899348817; Contracting Parties are Columbia (CO) and Mexico (SO); 2/19(15-66 MM12; Form with WIPO
105208-0018	LET'S TALK COFFEE and Round Betson Design™		© COFFEE	Maded Protocol	41	Educational services, namely, seminers and trivining programs that address business losses, market strateges, and quality control in the field of coffee production, Cl 41	2/4/2015	A0048121			8/15/2015	Check status of POA with WIPO	Basic Apolication to US States Control of US Session 2015 e85:340785. Contracting Portice one Australia (AU), Revenda (RW), Columbia (CO) and Maxico (MX), 3/16/15-like MM 12 Form with V6PO
105208-0023	LETS TALK COFFEE®			Mexico	41	Educational services, namely, seminers and training programs that address business stoues, morket strategies, and quality control in the field of coffee production, Ct 41	3/13/2008	\$95958	10/14/2009	125650	3/13/2019	Deadine for Sing renewal application	Registration term: 10 years from date of apprection filing
CM(Docket) Number	Trademark	Division	Logo image	Country	Class(ea	) Goods/Services	Data Filed	Sarial Number	Date Registers		ion Aution Date	Action Comments	Status Comments
105206-0028	HABLEMOS DE CAFÉ & Logo <sup>to</sup>		© de café	Nicaragua	43	Educational services, namely, seminare and training programs lists address: business issues, morket strateges, and quodity control in the flood of coffee productio Ct 41		\$ 261500015	AND THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PART	erregion violata e <del>e e</del> e e e e e e e e e e e e e e e e	10/20/2	015 Check status.	S/15/2015 - XING Recept received
105209-0024	Let's talk coffee@			Nicaragua	41	Educational services, namely, saminars and training programs that address brainess bases, markst strategies, and quality control in the field of coffee production Critical Crit		9 200600862	5/7/2010	201009027	91. 5/8/202	O Descine for film renewal applicati	n Registered on
105208-0030	HABLEMOS DE CAFÉ & Logo		DE CAFÉ	Рыпород	41	Educational services, namely, seminare and training programs that sodireas business isours, market strategies, and quality control in the field of coffee production CI 41		5 237708			6/15/20	15 Check status	3/13/15 - remover status report from associate. See email from this date for details
105206-0027	Hablemos de Capé & Logo™		MAXLEMOS DE CAFÉ	, Peru	41	Educational services, namely, seminars and training programs first address business issues, markel strategies, and quality control in the field of coffee productio Cl 41		5 \$03114			9/5/201	5 check status with essociate	6/5/2016 - associate advises the publication period completed - will need to assess status in approx 3 months

CM(Docket) Number	Trademark	Division	Logo image	Country	Cigas (es)	Goods/Sarvices	Data Filad	Serial Number	Date Registere	Registration Number	Action Date	Action Comments	Statue Comments
105205-0026	LET'S TALK COFFSSS			Peru	41	Existosisted services, namely, seminare and training programs that address business issues, market strategies, and quasty control in the field of coffee production, Cl 41	3/16/2/109	384524	8/14/2009	58127	8/14/2019	Deading for Bing renewal application.	3/11/2015 - requested Matter from population
105206-0028	LETS TALK COFFEE™			Tanganyika (Tanzama)	41	Educational services, namely, seminars and trauning programs that address business issues, market strategies, and qualify control in the field of coffee production. CI 41	3/16/2009	TZT2009215	3/16/2009		3/16/2016	Check status. 3/18/2015 - Renewel Application mixet be filed and renewel fees pold 10/07/2015 - check to see if reg. conflicate has based and been received	3/16 - assoc repri trat a TM needs to be methational regardless of whiches a Cert Rig has been ieused. SEE NOTES for complete doctale 69/2015 - registration conflicted has NOT yet been issued
105205-0016	HABLEMOS DE CAFÉ and Round Baltoon Design ™		Marlenos De Café	United State	s 41	Educational services, namely, seminars and training programs had didrece business secus, market strategies, and quality control in the half of coffee production, Ci 41		95340817			4/6/2015	Check status	Registered
106268-0013	LET'S TALK COFFEE®			United States	s 41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the Bood of college production, CI 41	9/16/2008	77571028	4772003	2602418	4/7/2018	Deadline for Filing 8/9 Renawal	Regelered
CM(Docket) Number	Trademerk	Division	Logo Image	Country	Cinarioni	Goods/Services	Date Filod	Serial Number	Date Registers	Registration Number	Action Dete	Action Comments	Status Comments
105206-0014	LET'S TALK COFFEE & Design (Square Balloon)S	Division	(WHE)	United States		Educational services, namely, sensinare and sansing programs that oddsass business excess, market strategies, and quasity control in the field of coRee production, Cl 41	9/16/2008	77571046	4/14/2009	3506004	4/14/2019	Deadline for fixing Section 8/9 Renewel.	Registered. We will two Section 15 on 4/14/2020
106206-0015	LET'S TALK COFFEE and Round Stations Design®		© COPFEE	United State	s 41	Educational services, namely, seminars and training programs that address business closure, married strategies, and quotify control in the field of coffee production, Cl 41	7/17/2014	85340705	2/24/2015	4692280	2/24/2021	Deadling for Sing Section 8/15 Affizzorii	Registered
105206-0012	OCC (stylized)&		000	United State	s 30	coffee; ground soffee; coffee beans, Cl 30	8/12/20CB	77544703	11/2/2010	3670954	11/2/2016	Dazdina for filing Section 8/15 Affidavit	Registered.
105206-0002	SUSTAINABLE HARVESTO			Unded State	s 30	Coffee, tea, cocoa and vসমইব	7/27/2004	78457408	1/10/2006	3049610	1/10/2016	1/10/2016 - dearline for King Section 3/9 Renewel Application	Notice of Acceptance
105206-0033	SUSTAINABLE HARVEST PREMIUM SHARING REWARDS <sup>W</sup>			United State	<b>4 3</b> 5	Incertive awards program to promote sustainable, high- quastly growing pranties by farmers in exchange for tools and products that improve productivity or quality of life CI 35		86625567			8/11/2015	8/11/2015 - Check Status: 11/11/2015 6-nonth Foreign filing due to claim U.S. priority data.	Newly Sed application, not assigned to examine:

CM(Docket) Number	Trademack	Division	Logo image	Country	Cines(es)	Goods/Services	Date Filed	Seriai Number	Daté Registera	Registration Number	Action Data	Action Comments	Status Comments
105208-0006	Tastifyt			United States	42	Software as a service (SAAS) featurity software for the purpose of visuality illustrating the flavors, grading and evaluation of lastes for coffee, tez. beverages and food, for celecting gate thereon and generating reports therefrom	6/19/2014	66314436			6/3/2015	Check stance	
105206-0032	LET'S TALK COFFEE®			Zanzibar	41	Educational services, namely, seminars and training programs that addreso besiness insues, merket strategies, and quality control in the field of sofice production.	3/16/2009	222009	10/20/2009	ZNT20090002	9/16/2019	Deasine for filing renewal application	3/12/2015 - associate confirmed that SYS/2018 is the deschoe for renewing this mark