

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement Recorded at R/F 7869/0912		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Bank		01/31/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Red's All Natural, LLC		
Street Address:	1550 West McEwen Drive		
Internal Address:	Suite 125		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5072228	RED'S NATURAL FOODS	
Registration Number:	5011930	RED'S NATURAL FOODS	
Registration Number:	6623735	MEAT'WICH	
Registration Number:	5071957	RED'S NATURAL FOODS	
Registration Number:	5334584	RED'S	
Registration Number:	5203463	RED'S	
Registration Number:	6882530	RED'S	
Serial Number:	97102426		
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	48655-19		

CH \$215.00 5072228

NAME OF SUBMITTER:	Barbara M. Siepka
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	01/31/2023
Total Attachments: 3 source=Project Rojo - Release of Trademark Security Agreement (Executed)_(93786176_1)#page1.tif source=Project Rojo - Release of Trademark Security Agreement (Executed)_(93786176_1)#page2.tif source=Project Rojo - Release of Trademark Security Agreement (Executed)_(93786176_1)#page3.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS **RELEASE OF TRADEMARK SECURITY AGREEMENT** (the “Release”) is made on this 31st day of January, 2023, by Pinnacle Bank, a Tennessee corporation (the “Secured Party”) to Red’s All Natural, LLC, a Delaware limited liability company (formerly Red’s All Natural, LLC, a New Hampshire limited liability company) (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of September 29, 2022 (as supplemented, modified, amended, amended and restated or replaced in writing from time to time, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meaning given to them in the Security Agreement), by and between the Secured Party, Grantor and others party thereto, and that certain Trademark Security Agreement, dated as of September 29, 2022 (the “TSA”), by and between the Secured Party and Grantor, Grantor pledged and granted to the Secured Party a security interest in all of the Grantor’s right, title and interest in the Trademark Collateral, including, without limitation, the Trademarks set forth on *Exhibit A* attached hereto, and all Proceeds and products thereof;

WHEREAS, the TSA was recorded at the United States Patent and Trademark Office (“USPTO”) on October 17, 2022, at Reel 7869 and Frame 0912; and

WHEREAS, the Secured Party has agreed to terminate the TSA and terminate, discharge and release all of its security interest in and to all of the Trademark Collateral, whether such security interest has been recorded with the USPTO.

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

The Secured Party hereby terminates the TSA and terminates, releases, and discharges all mortgages, liens, security interests, and any other rights, title and interest whatsoever, that are or may have been granted to the Secured Party in and to the Trademark Collateral, including without limitation, any Trademarks identified on *Exhibit A*, attached hereto and herein incorporated by reference, and all Proceeds and products thereof. Furthermore, for clarity, the Secured Party reassigns to the Grantor any and all right, title, and interest that it may have, in, to, and under the Trademark Collateral. The Secured Party hereby authorizes the filing of this Release with the USPTO and 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 release of the security interest contemplated hereby, which shall be at the Grantors’ sole cost and expense.

This Release shall be governed by, and construed in accordance with, the laws of the State of Tennessee without giving effect to its choice of law principles which would result in the application of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed as of the date first written above.

PINNACLE BANK,
as Lender

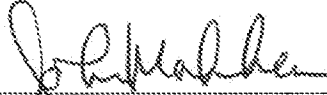
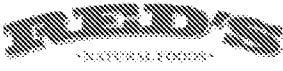
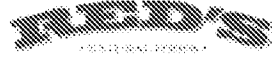



By: 
Name: John Markham
Title: Senior Vice President

Exhibit A
Red's All Natural, LLC Trademarks

Trade Mark	Registration/ Application Numbers	Registration Date/ Application Date	Country	Notes
Red's Natural Foods	Reg. No. TMA980,872 File No. 1794891	Registered 9-19-2017	Canada	
Red's All Natural	Reg. No. TMA918,931 File No. 1596714	Registered 10-30-2015	Canada	
	Reg. No. 5072228	Registered 11-1-2016	United States	
	Reg. No. 5011930	Registered 8-2-2016	United States	
MEAT'WICH	Reg. No. 6623735	Registered 1-18-2022	United States	In process of owner being amended to Red's All Natural, LLC
Red's Natural Foods	Reg. No. 5071957	Registered 11-1-2016	United States	
	Reg. No. 5334584	Registered 11-14-2017	United States	
RED'S	Reg. No. 5203463	Registered 5-16-2017	United States	
	App. No. 97102426	Filed 11-1-2021	United States	In process of owner being amended to Red's All Natural, LLC
	Reg. No. 6882530	Registered 10-25-2022	United States	In process of owner being amended to Red's All Natural, LLC