# CH \$65.00 517105

ETAS ID: TM784910

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank		01/31/2023	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Klement Sausage Co., Inc.
Street Address:	750 W. Lake Cook Road
Internal Address:	Suite 485
City:	Buffalo Grove
State/Country:	ILLINOIS
Postal Code:	60089
Entity Type:	Corporation: WISCONSIN

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5171053	KLEMENT'S
Registration Number:	1142727	KLEMENTSKLEMENT'S

#### **CORRESPONDENCE DATA**

**Fax Number:** 4152687522

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: 415-268-7000
Email: khoover@mofo.com
Correspondent Name: Morrison & Foerster LLP

Address Line 1: 425 Market Street

Address Line 2: Attn: Jennifer Lee Taylor

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	79659-3
NAME OF SUBMITTER:	Muzamil Huq
SIGNATURE:	/mhuq/
DATE SIGNED:	02/06/2023

**Total Attachments: 4** 

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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT, TRADEMARK, SERVICE MARK AND COPYRIGHT RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT, TRADEMARK, SERVICE MARK AND COPYRIGHT RIGHTS (this "<u>Termination and Release</u>") is made as of January 31, 2023, by PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (the "<u>Agent</u>"), for the benefit of KLEMENT SAUSAGE CO., INC., a Wisconsin corporation (as "<u>Grantor</u>"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the IP Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, the Agent and Grantor are parties to that certain Revolving Credit and Security Agreement, dated as of September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to (a) the Security Agreement and (b) that certain Memorandum and Notice of Security Interest in Intellectual Property (the "IP Security Agreement"), the Grantor granted to the Agent for the benefit of the Lenders, among other collateral as set forth therein, a continuing security interest (the "Security Interest") in all of the Grantor's right, title and interest, including goodwill in the Patents, Trademarks and Copyrights including certain Patents, Trademarks and Copyrights set forth on Schedule A hereto (the "Intellectual Property Collateral"), to secure payment, performance and observance of the Debt;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office at Reel 6164 and Frame 0688 on September 29, 2017;

WHEREAS, the Grantor has requested that the Agent terminate and release, and the Agent is willing to terminate and release the entirety of, subject to the terms hereof, its Security Interest in the Intellectual Property Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Termination and Release</u>. The Agent hereby terminates the IP Security Agreement and hereby terminates, releases and discharges its Security Interest in all of the Intellectual Property Collateral, including the Patents, Trademarks and Copyrights listed on <u>Schedule A</u> attached hereto, and reassigns and transfers to the Grantor all right, title and interest that the Agent may have in the Intellectual Property Collateral.
- 2. <u>Further Assurances</u>. The Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its respective agents or designees) reasonably request, in order to confirm this Termination and Release and the Grantor's right, title and interest in the Intellectual Property Collateral.

3. <u>Governing Law.</u> THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION AND RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Agent has caused this Termination and Release to be duly executed and delivered as of the date first above written.

# AGENT: PNC BANK, NATIONAL ASSOCIATION. as Agent Name: Steve Roberts Title: Senior Vice President [Signature Page to Termination and Release of Security Interest in Patent, Trademark, Service Mark and Copyright Rights]

### SCHEDULE A

#### TO

## TERMINATION OF SECURITY INTEREST IN PATENT, TRADEMARK AND COPYRIGHT RIGHTS

1.	Registered	Patents:

None.

2. <u>Patent Applications:</u>

None.

#### 3. <u>Trademarks and Service Marks</u>:

Exact Legal Name of Owner	Description of Intellectual Property	Country(ies) of Registration / Registration Office(s)	Application or Registration Number(s)	Application or Registration Date(s)
Klement		United States	5171053	March 28, 2017
Sausage Co. Inc.	KLEMENT'S			
Klement Sausage Co. Inc.	Klements	United States	1142727	December 9, 1980

4. <u>Trademark and Service Mark Applications</u>

None.

5. <u>Trade Names</u>:

None.

6. <u>Copyrights and Copyright Applications</u>:

None.

**RECORDED: 02/06/2023** 

[Schedule A to Termination and Release of Security Interest in Patent, Trademark, Service Mark and Copyright Rights]