

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791911

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900748038

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		02/01/2023	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Natural Food Source, Inc.
Street Address:	1139 Lehigh Avenue
Internal Address:	Suite 300
City:	Whitehall
State/Country:	PENNSYLVANIA
Postal Code:	18052
Entity Type:	Corporation: PENNSYLVANIA
Name:	Smart Juices, LLC
Street Address:	1139 Lehigh Avenue
Internal Address:	Suite 300
City:	Whitehall
State/Country:	PENNSYLVANIA
Postal Code:	18052
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5418596	ANTIOXIDANT FORCE
Registration Number:	3707381	SMART JUICE
Serial Number:	86604297	SMART KIDS
Registration Number:	5770031	SMART KIDS
Registration Number:	4429962	SMART KIDS
Registration Number:	5723445	TRULY
Registration Number:	5075284	SUPER FRUIT 7
Serial Number:	88186410	IJUICE
Registration Number:	5002564	SMART HARVEST
Registration Number:	4618031	SMART HARVEST

CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** timothy.pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (200061-01005 F.M.)**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square. 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	200061-01005
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/06/2023

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of February 1, 2023, by Manufacturers and Traders Trust Company, in its capacities as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the “Agent”), grants a release of security interest in trademarks to Natural Food Source, Inc. and Smart Juices, LLC (collectively, the “Grantors” and each, a “Grantor”). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Loan Agreement or Trademark Security Agreement (as defined below), as applicable.

WHEREAS, Grantors and Agent are parties to a certain (i) Amended and Restated Loan and Security Agreement, dated as of March 2, 2021 (as amended and restated, supplemented or modified from time to time, the “Loan Agreement”) by Nimeks Incorporated, Natural Food Source, Inc., Penn Commodities, Inc., Smart Juices, LLC, Atlantic Frozen Foods, LLC, and Smart Kids Group, LLC, as grantors, in favor of the Agent and (ii) Trademark Security Agreement, dated as of March 2, 2021 (the “Trademark Security Agreement”), by the Grantors in favor of the Agent, pursuant to which the Grantors granted to the Agent a continuing security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), and

WHEREAS, pursuant to the Loan Agreement and the Trademark Security Agreement, the Grantors granted to Agent a continuing security interest in, and continuing lien upon, all right, title, and interest of the Grantors in and to the intellectual property rights and Trademark Collateral held by the Grantors including, without limitation, the trademarks listed on the attached **Schedule A**.

WHEREAS, pursuant to that certain payoff letter, dated as of February 1, 2023, by and among others, the Grantors and Agent, (i) the Grantors have fulfilled their obligations and commitments under the Loan Agreement (as defined in the Trademark Security Agreement), (ii) Agent has released and has agreed to release its continuing security interest in, and continuing lien upon, and assign to the Grantors any and all interest it may have in the Trademark Collateral and (iii) Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office (“USPTO”) evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

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

1. Agent hereby (i) releases its continuing security interest in, and continuing lien upon, and assigns its entire right, title and interest in, if any, the Trademark Collateral and (ii) re-assigns, re-transfers and re-conveys to the Grantors any and all rights and interest it may have in, to or under the Trademark Collateral.

2. This Release has been executed and delivered by Agent for the purpose of releasing, removing, or otherwise terminating the security interest made part of the Loan Agreement and Trademark Security Agreement in favor of Agent in the Trademark Collateral that have been filed with the USPTO and, to the extent required, any other such offices in other countries of the world. The Trademark Security Agreement and all of the Grantors’ obligations thereunder and under the

Loan Agreement as they pertain to the Trademark Collateral are thus terminated as of the date first set forth above.

3. Agent has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Release and the obligations herein.

4. This Release shall be binding upon the parties' legal representatives, successors, and assigns.

5. Agent agrees, or authorizes the Grantors, to make filings with the USPTO and take further actions, as reasonably requested by the Grantors to evidence the release and termination of Agent's security interests in the Trademark Collateral.

6. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the first day and year written above.

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Agent

NATURAL FOOD SOURCE, INC.,
as Grantor

By: 

Name: *Deborah Urtz-Gleason*
Title: *Senior Vice President*

By: _____

Name:
Title:

SMART JUICES, LLC,
as Grantor

By: _____

Name:
Title:

Signature Page to Release of Security Interest In Trademarks

NY 79320820v3

TRADEMARK
REEL: 007992 FRAME: 0406

IN WITNESS WHEREOF, the undersigned have executed this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the first day and year written above.

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Agent

NATURAL FOOD SOURCE INC.,
as Grantor

By: _____
Name:
Title:

By:  _____
Name: Murat Guzel
Title: President

SMART JUICES, LLC,
as Grantor

By:  _____
Name: Murat Guzel
Title: Manager

Schedule A

Trademarks:

Grantor	Type	Description of Trademark	Registration Date / (Application Date)	Registration Number / (Application Number)
Smart Juices, LLC	Registered Trademark	“Antioxidant Force”	3/6/2018	5418596
Smart Juices, LLC	Registered Trademark	“Smart Juice”	11/10/2009	3707381
Smart Juices, LLC	Registered Trademark	“Smart Orchard”	3/12/2019	5698359
Smart Juices, LLC	Registered Trademark	“Smart Kids”	(4/21/2015)	(86604297)
Smart Juices, LLC	Registered Trademark	“Smart Kids”	6/4/2019	5770031
Smart Juices, LLC	Registered Trademark	“Smart Kids”	11/5/2013	4429962
Smart Juices, LLC	Registered Trademark	“Truly”	4/26/2018	5723445
Smart Juices, LLC	Registered Trademark	“Super Fruit 7”	11/1/2016	5075284
Smart Juices, LLC	Registered Trademark	“IJuice”	(11/8/2018)	(88186410)
Natural Food Source, Inc.	Registered Trademark	“Smart Harvest”	7/19/2016	5002564
Natural Food Source, Inc.	Registered Trademark	“Smart Harvest”	10/7/2014	4618031