

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UJ Group Holdings, Inc.		03/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Uncle Julio's Corporation		
<b>Street Address:</b>	3201 W. Royal Lane, Suite 160		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75063		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>Name:</b>	Uncle Julio's Hacienda, Inc.		
<b>Street Address:</b>	3201 W. Royal Lane, Suite 160		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75063		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4255622	SAY UNCLE!	
<b>Registration Number:</b>	3016961	ES TIEMPO PARA UNA SWIRL	
<b>Registration Number:</b>	2247490	UNCLE JULIO'S CASA GRANDE	
<b>Registration Number:</b>	2086901	UNCLE JULIO'S RIO GRANDE CAFE	
<b>Registration Number:</b>	1839718	PLATO GORDO	
<b>Registration Number:</b>	1829707	ES TIEMPO PARA UNA SWIRL	
<b>Registration Number:</b>	1728385	UNCLE JULIO'S	
<b>Registration Number:</b>	1629628		
<b>Registration Number:</b>	1541046	JULIO AND JUANITA'S	
<b>Registration Number:</b>	2637863	HACIENDA COLORADO	
<b>Serial Number:</b>	87440275	-321° MEXICAN PUFFS	
<b>Registration Number:</b>	5808515	MAKE FRESH MEMORIES	

CH \$315.00 4255622

**CORRESPONDENCE DATA****Fax Number:** 9494754754

*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:** 949-451-3800**Email:** skann@gibsondunn.com**Correspondent Name:** Stephanie Kann**Address Line 1:** 3161 Michelson Drive**Address Line 2:** Gibson, Dunn & Crutcher LLP**Address Line 4:** Irvine, CALIFORNIA 92612

<b>ATTORNEY DOCKET NUMBER:</b>	93849-00006
<b>NAME OF SUBMITTER:</b>	Stephanie Kann
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	03/23/2023

**Total Attachments: 4**

source=Release of Trademark Security from UJ Group Holdings Inc. to Uncle Julio's Corporation#page1.tif

source=Release of Trademark Security from UJ Group Holdings Inc. to Uncle Julio's Corporation#page2.tif

source=Release of Trademark Security from UJ Group Holdings Inc. to Uncle Julio's Corporation#page3.tif

source=Release of Trademark Security from UJ Group Holdings Inc. to Uncle Julio's Corporation#page4.tif

**RELEASE OF TRADEMARK SECURITY INTEREST**

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of March 22, 2023, by **UJ GROUP HOLDINGS, INC.**, in its capacity as Collateral Agent under (and as defined in) the Trademark Security Agreement referred to below (the “Collateral Agent”) for the benefit of **UNCLE JULIO’S CORPORATION**, a Texas corporation, and **UNCLE JULIO’S HACIENDA, INC.**, a Colorado corporation (each an “Obligor” and collectively, the “Obligors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Obligors and Collateral Agent are parties to that certain (i) Second Lien Pledge and Security Agreement, dated as of September 24, 2020 (as the same may be amended, modified, extended or restated from time to time, the “Security Agreement”); and (ii) Notice of Grant of Security Interest in Trademarks, dated as of September 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Obligors have granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Obligors in, to and under the Mark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule A; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on September 25, 2020 at Reel 7062 and Frame 0264; and

WHEREAS, the Obligors have requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Mark Collateral, including, without limitation, the trademarks set forth on Schedule A hereto.

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

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Mark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule A hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Mark Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Mark Collateral to the Obligors.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. The Collateral Agent hereby authorizes the Obligors or the Obligors' authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Mark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Obligors any and all further documents and instruments prepared by the Obligors, and do any and all further acts which the Obligors (or its agents or designees) reasonably request (at the Obligors' sole cost and expense) in order to confirm this Release and the Obligors' right, title and interest in, to and under the Mark Collateral.


4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed and delivered as of the date first written above.

**UJ GROUP HOLDINGS, INC.**, as Collateral Agent

By:   
Name: Andrew Taub  
Title: President

## SCHEDULE A

### TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Reg. No.	Reg. Date
SAY UNCLE!	4255622	12/11/12
ES TIEMPO PARA UNA SWIRL	3016961	11/22/05
UNCLE JULIO'S CASA GRANDE	2247490	05/25/99
UNCLE JULIO'S RIO GRANDE CAFE	2086901	08/12/97
PLATO GORDO	1839718	06/14/94
ES TIEMPO PARA UNA SWIRL and Design	1829707	04/05/94
UNCLE JULIO'S	1728385	10/27/92
Design Only	1629628	12/25/90
JULIO AND JUANITA'S	1541046	05/23/89
HACIENDA COLORADO	2637863	10/22/02
-321° MEXICAN PUFFS	87/440275	5/8/17
MAKE FRESH MEMORIES	5808515	7/16/19