

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800450

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|---|---|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | 03/13/2023 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Tree of Life Canada ULC | | |
| Street Address: | 6030 Freemont Boulevard | | |
| City: | Mississauga, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | L5R3X4 | | |
| Entity Type: | unlimited liability corporation: CANADA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5791423 | GREEN OCEAN | |
| Registration Number: | 6066514 | SHRIMP WITH NOTHING TO HIDE | |
| Registration Number: | 6066515 | FISH WITH NOTHING TO HIDE | |
| Registration Number: | 6066516 | SCALLOPS WITH NOTHING TO HIDE | |
| Registration Number: | 6066501 | HINTS FROM OUR SEASIDE KITCHEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8446706009 | | |
| <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: | 7025504400 | | |
| Email: | TRADEMARKSLV@DICKINSONWRIGHT.COM | | |
| Correspondent Name: | Shauna L. Norton | | |
| Address Line 1: | 3883 Howard Hughes Parkway, Suite 800 | | |
| Address Line 4: | Las Vegas, NEVADA 89169 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Shauna L. Norton | | |
| Address Line 1: | 3883 Howard Hughes Parkway, Suite 800 | | |
| Address Line 4: | Las Vegas, NEVADA 89169 | | |

OP \$140.00 5791423

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|---|--------------------|
| NAME OF SUBMITTER: | Shauna L. Norton |
| SIGNATURE: | /Shauna L. Norton/ |
| DATE SIGNED: | 04/04/2023 |
| Total Attachments: 8 | |
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| source=KeHE_-_Tree_of_Life_Canada_ULC_-_Partial_Release_of_Security_Interest_in_Trademarks_3_13_23_Ex#p | |

**PARTIAL RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release"), dated as of March 13, 2023, is made by **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the "Administrative Agent" or the "Grantee") under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement, the Canadian Security Agreement (as defined below), or the IP Security Agreements (as defined below), as applicable), in favor of the Company (as defined below).

WHEREAS, in connection with that certain Credit Agreement, dated as of August 6, 2013, as amended and restated by that certain Amended and Restated Credit Agreement, dated as of July 2, 2019, and as further amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of December 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Kehe Distributors, LLC, a Delaware limited liability company (the "U.S. Borrower"), Tree of Life Canada ULC, an Alberta unlimited liability corporation (the "Company", and together with the U.S. Borrower, the "Borrowers"), the other Loan Parties (as defined therein), the Lenders from time to time party thereto and the Administrative Agent, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Borrowers;

WHEREAS, the Company and the other parties party thereto entered into that certain Canadian Pledge and Security Agreement, dated as of August 6, 2013, as amended and restated by that certain Amended and Restated Canadian Pledge and Security Agreement, dated as of July 2, 2019, and as further amended and restated by that certain Second Amended and Restated Canadian Pledge and Security Agreement, dated as of December 14, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Canadian Security Agreement"), in favor of the Administrative Agent;

WHEREAS, in connection with the Credit Agreement and pursuant to the Canadian Security Agreement and those certain agreements described on Annex I attached hereto (collectively, the "Trademark Security Agreements"), the Company granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreements), including those listed on Annex I attached hereto (the "IP Collateral"); and

WHEREAS, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, on the dates and on the reels/frames or file numbers as applicable, set forth on Annex I attached hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby irrevocably **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its security interest in, the IP Collateral, and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in, to and under the IP Collateral to the Company. Notwithstanding the foregoing or anything else contained in this Release to the contrary, the release hereunder by the Administrative Agent of its security interest in the IP Collateral does not constitute a release by the Administrative Agent of the Administrative Agent's Liens on any Collateral other than the IP Collateral.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Kevin Podwika

Title: Authorized Officer

Trademark Security Agreement, dated as of July 2, 2019, by Tree of Life Canada ULC, Alberta unlimited liability corporation, in favor of Administrative Agent, was recorded with the United States Patent and Trademark Office on July 2, 2019, at Reel/Frame 006685/Frame 0703.

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

| Trademark | Country | App. No. App. Date | Reg. No. Reg. Date |
|------------------|----------------|-------------------------------|-------------------------------|
| Green Ocean | US | 87701271 11/29/2017 | 5791423 7/2/2019 |

Supplemental Trademark Security Agreement, dated as of December 14, 2022, by Tree of Life Canada ULC, Alberta unlimited liability corporation, in favor of Administrative Agent, was recorded with the United States Patent and Trademark Office on December 14, 2022, at Reel/Frame 007930/Frame 0779.

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

| Trademark | Country | App. No. App. Date | Reg. No. Reg. Date |
|--------------------------------|----------------|-------------------------------|-------------------------------|
| Shrimp With Nothing To Hide | US | 87725373 12/18/2017 | 6066514 6/2/2020 |
| Fish With Nothing To Hide | US | 87725393 12/18/2017 | 6066515 6/2/2020 |
| Scallops With Nothing To Hide | US | 87725402 12/18/2017 | 6066516 6/2/2020 |
| Hints From Our Seaside Kitchen | US | 87643252 10/12/2017 | 6066501 6/2/2020 |

Trademark Security Agreement, dated as of August 6, 2013, by Tree of Life Canada ULC, Alberta unlimited liability corporation, in favor of Administrative Agent, was recorded with the Canadian Intellectual Property Office on August 16, 2013 as File Number 208481.

CANADIAN TRADEMARK APPLICATIONS/REGISTRATIONS

| Mark | Country | App No | Reg No | Reg Date |
|-------------|----------------|---------------|---------------|-----------------|
| SEA HAUL | Canada | 0511624 | TMA298527 | 12/28/1984 |

Supplemental Canadian Trademark Security Agreement, dated as of July 2, 2019, by Tree of Life Canada ULC, Alberta unlimited liability corporation, in favor of Administrative Agent, was recorded with the Canadian Intellectual Property Office on September 10, 2019, as File Number 1501049.

CANADIAN TRADEMARK APPLICATIONS/REGISTRATIONS

| Mark | Country | Reg No | Reg Date | Application No. |
|---|----------------|---------------|-----------------|------------------------|
| Green Ocean | Canada | TMA773250 | 7/29/2010 | 1443413 |
|  | Canada | TMA1027379 | 6/18/2019 | 1852985 |
| Shrimp With Nothing To Hide | Canada | TMA1027404 | 6/18/2019 | 1871063 |
| Fish With Nothing To Hide | Canada | TMA1027385 | 6/18/2019 | 1871064 |
| Scallops With Nothing To Hide | Canada | TMA1027378 | 6/18/2019 | 1871061 |
| Hints From Our Seaside Kitchen | Canada | TMA1023145 | 5/31/2019 | 1857032 |
| Sea Haul | Canada | TMA298527 | 12/28/1984 | 0511624 |
| Rien à cacher, juste des Crevettes | Canada | TMA1030459 | 6/24/2019 | 1871797 |
| Rien à cacher, juste du Poisson | Canada | TMA1030467 | 6/24/2019 | 1871799 |
| Rien à cacher, juste des Pétoncles | Canada | TMA1030461 | 6/24/2019 | 1871802 |

Supplemental Canadian Trademark Security Agreement, dated as of December 14, 2022, by Tree of Life Canada ULC, Alberta unlimited liability corporation, in favor of Administrative Agent, was recorded with the Canadian Intellectual Property Office on December 22, 2022, as File Number 837000.

CANADIAN TRADEMARK APPLICATIONS/REGISTRATIONS

| Mark | Country | App No | Reg No | Reg Date |
|------------------------------|----------------|---------------|---------------|-----------------|
| Seafood With Nothing To Hide | Canada | 2028695 | n/a | n/a |