

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at Reel/Frame No. 7268/0840		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		04/06/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Curation Foods, Inc.		
Street Address:	2811 Airpark Drive		
City:	Santa Maria		
State/Country:	CALIFORNIA		
Postal Code:	93455		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5842691	O	
Registration Number:	5842692	O	
Registration Number:	5842699	O	
Registration Number:	5824723	O	
Registration Number:	5508651	O	
Registration Number:	5824724	O	
Registration Number:	4925608	O CALIFORNIA ORGANIC EXTRA VIRGIN OLIVE	
Registration Number:	4447187	O FIG BALSAMIC VINEGAR	
Registration Number:	2926971	O GINGER RICE VINEGAR	
Registration Number:	3193007	O OLIVE OIL	
Registration Number:	5235928	O OLIVE OIL & VINEGAR	
Registration Number:	5909961	O OLIVE OIL & VINEGAR	
Registration Number:	5939485	O OLIVE OIL & VINEGAR	
Registration Number:	2176781	O OLIVE OIL	
Registration Number:	2388728	O SHERRY VINEGAR	
Registration Number:	2961017	O YUZU RICE VINEGAR	
CORRESPONDENCE DATA			

OP \$415.00 5842691

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	065910-0014
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/06/2023

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”) is made as of April 6, 2023, by **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), in favor of **CURATION FOODS, INC.**, a Delaware corporation (“**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement (each, as defined below).

WHEREAS, reference is hereby made to (a) that certain Credit and Guaranty Agreement, dated as of December 31, 2021, by and among the Grantor, Collateral Agent and other parties from time to time party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”), (b) that certain Pledge and Security Agreement, dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Security Agreement**”), executed by Grantor in favor of Collateral Agent, and (c) that certain Trademark Security Agreement, dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Trademark Security Agreement**” and together with the Security Agreement, collectively, the “**Security Documents**”), executed by Grantor in favor of Collateral Agent, and recorded in the records of the United States Patent and Trademark Office on April 23, 2021 at Reel/Frame 7268/0840; and

WHEREAS, pursuant to the above-referenced Security Documents, Grantor granted to Collateral Agent, on behalf of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks set forth on Schedule A hereto (collectively, the “**Released Trademarks**”).

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Collateral Agent hereby automatically and irrevocably (i) terminates, cancels and releases all security interests and continuing liens in the Released Trademarks granted by Grantor in favor of Collateral Agent; (ii) assigns, transfers and delivers to Grantor all of its right, title and interest in, to and under the Released Trademarks to the extent that any such right, title and interest exists as of the date hereof; (iii) agrees, or authorizes Grantor or its agents, attorneys or designees, to file this Release with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of Collateral Agent’s security interests in and liens on the Released Trademarks; and (iv) authorizes the governing body of the United States Patent and Trademark Office to record this Release.

This Release is applicable only and solely with respect to the Released Trademarks and to no other Trademarks covered by the Trademark Security Agreement (such other Trademark Collateral, the “**Retained Collateral**”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Trademark Security Agreement with respect to the Retained Collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its authorized officer as of the date first written above.

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**, as Collateral Agent




By: _____

Name: Greg Watts

Title: Authorized Signatory

SCHEDULE A

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	O 	88086012 21-AUG-2018	5842691 27-AUG-2019
Curation Foods, Inc.	O 	88086040 21-AUG-2018	5842692 27-AUG-2019
Curation Foods, Inc.	O 	88087819 22-AUG-2018	5842699 27-AUG-2019
Curation Foods, Inc.	O 	88087867 22-AUG-2018	5824723 06-AUG-2019
Curation Foods, Inc.	O 	87751121 11-JAN-2018	5508651 03-JUL-2018
Curation Foods, Inc.	O 	88087938 22-AUG-2018	5824724 06-AUG-2019
Curation Foods, Inc.	O CALIFORNIA ORGANIC EXTRA VIRGIN OLIVE OIL	86619456 05-MAY-2015	4925608 29-MAR-2016
Curation Foods, Inc.	O FIG BALSAMIC VINEGAR	85904885 15-APR-2013	4447187 10-DEC-2013
Curation Foods, Inc.	O GINGER RICE VINEGAR	78261229 11-JUN-2003	2926971 15-FEB-2005
Curation Foods, Inc.	O OLIVE OIL	78809138 07-FEB-2006	3193007 02-JAN-2007

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	O OLIVE OIL & VINEGAR	87239253 16-NOV-2016	5235928 04-JUL-2017
Curation Foods, Inc.	O OLIVE OIL & VINEGAR 	88145663 07-OCT-2018	5909961 12-NOV-2019
Curation Foods, Inc.	O OLIVE OIL & VINEGAR 	88145666 07-OCT-2018	5939485 17-DEC-2019
Curation Foods, Inc.	O OLIVE OIL 	75317048 30-JUN-1997	2176781 28-JUL-1998
Curation Foods, Inc.	O SHERRY VINEGAR	75678896 09-APR-1999	2388728 19-SEP-2000
Curation Foods, Inc.	O YUZU RICE VINEGAR	78261224 11-JUN-2003	2961017 07-JUN-2005