

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF GRANT OF A SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME 7154/0134

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK, N.A., as Administrative Agent		04/06/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CURATION FOODS, INC.
Street Address:	1099 E STREET
City:	SAN RAFAEL
State/Country:	CALIFORNIA
Postal Code:	94901
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

TRADEMARK

REEL: 008035 FRAME: 0705

900763900

CH \$415.00 5842691

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011569-30490
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	04/06/2023
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Total Attachments: 5

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PARTIAL RELEASE OF GRANT OF A SECURITY INTEREST IN TRADEMARKS

This **PARTIAL RELEASE OF GRANT OF A SECURITY INTEREST IN TRADEMARKS** (this “**Partial Release**”) is made as of April 6, 2023, by **BMO HARRIS BANK, N.A.**, in its capacity as administrative agent for itself and the other Secured Parties (in such capacity, the “**Administrative 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 Agreement, dated as of December 31, 2020, by and among the Grantor, Administrative 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 Administrative Agent for the benefit of the Secured Parties, and (c) that certain Grant of a Security Interest Trademarks, 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 Administrative Agent for the benefit of the Secured Parties, and recorded in the records of the United States Patent and Trademark Office on January 4, 2021 at Reel/Frame 7154/0134; and

WHEREAS, pursuant to the above-referenced Security Documents, Grantor granted to Administrative Agent, for the benefit 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 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, the Administrative 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 Administrative Agent; (ii) assigns, transfers and delivers to Grantor all of its right, title and interest in, to or 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 Partial Release with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of Administrative 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 Partial Release.

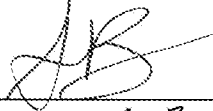
This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral covered by the Trademark Security Agreement (such other Collateral, the “**Retained Collateral**”). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Trademark Security Agreement with respect to the Retained Collateral, and the Administrative 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 Partial Release.

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

BMO HARRIS BANK, N.A., as Administrative Agent

By: 
Name: Stephanie Bach
Title: Director

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