## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM802362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE HUNTINGTON NATIONAL BANK	FORMERLY TCF NATIONAL BANK	03/21/2023	Bank: United States:

### **RECEIVING PARTY DATA**

Name:	IE Food Holdings, LLC	
Street Address:	3420 S. Malt Ave.	
City:	Commerce	
State/Country:	CALIFORNIA	
Postal Code:	90040	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Indo-European Foods, Inc.	
Street Address:	3420 S. Malt Ave.	
City:	Commerce	
State/Country:	CALIFORNIA	
Postal Code:	90040	
Entity Type:	Corporation: CALIFORNIA	

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4996725	ZERGÜT
Registration Number:	4992648	ZERGUT
Registration Number:	3123405	ZERGUT
Registration Number:	3022427	POLI-KALA
Registration Number:	2509363	PEPPETIZER
Registration Number:	2103163	POLI-KALA
Registration Number:	2151305	MOOMTAZ
Registration Number:	2071604	MOOMTAZ
Registration Number:	1935056	ZERGUT
Registration Number:	1950496	INDO-EUROPEAN
Registration Number:	5266687	INDO-EUROPEAN

#### **CORRESPONDENCE DATA**

TRADEMARK

REEL: 008039 FRAME: 0457 900765156

Fax Number:

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: 617-406-0379
Email: uspt@polsinelli.com

Correspondent Name: Michael Mazzola
Address Line 1: PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	120649-749577
NAME OF SUBMITTER:	June A. De Silva, Paralegal
SIGNATURE:	/June A. De Silva/
DATE SIGNED:	04/12/2023

#### **Total Attachments: 3**

source=Release of Patent, Copyright and Trademark Security Interest (Executed) (88965477v1)-c#page1.tif source=Release of Patent, Copyright and Trademark Security Interest (Executed) (88965477v1)-c#page2.tif source=Release of Patent, Copyright and Trademark Security Interest (Executed) (88965477v1)-c#page3.tif

TRADEMARK REEL: 008039 FRAME: 0458

# RELEASE OF PATENT, COPYRIGHT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT, COPYRIGHT AND TRADEMARK SECURITY INTEREST ("Release") is made and effective as of March 21, 2023 and granted by THE HUNTINGTON NATIONAL BANK (successor by merger to TCF NATIONAL BANK) (the "Lender"), as lender under the Credit Agreement referred to below, in favor of IE FOOD HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), and Indo-European Foods, Inc., a California corporation ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of April 28, 2017, by and among the Obligors and Lender (as amended, modified or supplemented from time to time the "Credit Agreement"), the Obligors executed and delivered to the Lender that certain Patent, Copyright and Trademark Security Agreement by and among the Obligors and the Lender dated as of April 28, 2017 (as amended from time to time, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, each Obligor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Obligor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6046, Frame 0185 and

WHEREAS, the Liabilities secured by the IP Security Agreement have been satisfied in accordance with the requirements of the Credit Agreement and the Obligors have requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Obligors of any and all right, title and interest the Lender may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

- 1. Release of Security Interest. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Credit Agreement. Lender hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Obligors, and reassigns to the Obligors any and all right, title and interest that it may have, in each case in respect of the Patents, Copyrights, Marks and Licenses described in the IP Security Agreement.
- 2. <u>Further Assurances</u>. Lender agrees to take all further actions, and provide to the Obligors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Obligors and their successors, assigns and legal

TRADEMARK REEL: 008039 FRAME: 0459 representatives may reasonably request in order to confirm, effectuate or record this Release, in each case at the sole expense of the Obligors.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE HUNTINGTON NATIONAL BANK

as Lender

Name: Nathan Drews

Title: Financial Recovery Rep.

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**RECORDED: 04/12/2023** 

TRADEMARK
REEL: 008039 FRAME: 0461