

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804911

<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>
Siena Lending Group LLC		04/14/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City Wholesale, Inc.		
<b>Street Address:</b>	300 Industrial Drive		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35211		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74181164		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2058747960		
<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>			
<b>Phone:</b>	2058747950		
<b>Email:</b>	jgilmore@gattorney.com		
<b>Correspondent Name:</b>	Jason E Gilmore		
<b>Address Line 1:</b>	600 University Park Place, Suite 100		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35209		
<b>NAME OF SUBMITTER:</b>	04/21/2023		
<b>SIGNATURE:</b>	/Jason E Gilmore/		
<b>DATE SIGNED:</b>	04/21/2023		
<b>Total Attachments: 3</b>			
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## **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

April 14, 2023

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 31, 2019, recorded in the United States Patent and Trademark Office at Reel 6842, Frame 0402, on January 3, 2020 (the “Intellectual Property Security Agreement”), City Wholesale, Inc., an Alabama corporation (“Grantor”), granted in favor of Siena Lending Group LLC, a Delaware limited liability company (together with its successors, participants and assigns, “Lender”), a security interest in all of the Trademarks (as defined in the Intellectual Property Security Agreement), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark (the “Trademark Collateral”); and

WHEREAS, the obligations of Grantor that were secured by the Intellectual Property Security Agreement have been satisfied; and

WHEREAS, Grantor has requested and Lender has agreed to provide this Release of Intellectual Property Security Agreement to confirm the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.

2. Release of Security Interest. Lender hereby (i) terminates, releases, relinquishes and discharges its security interest in the Trademark Collateral, including without limitation, all of Grantor’s right, title and interest in and to the Trademark Collateral, including each trademark listed on Schedule A hereto, and (ii) reassigns, transfers and conveys to the Grantor any right, title and interest of Lender in the Trademark Collateral, in each case, without recourse or representation or warranty, express or implied, of any kind.


3. Authorization. Lender hereby authorizes Grantor or Grantor’s agent to record this Release of Intellectual Property Security Agreement with the United States Patent and Trademark Office.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have caused this Release of Intellectual Property Security Agreement to be duly executed as of the date first written above.

SIENA LENDING GROUP LLC

By: Carrie Maiya  
Name: Carrie Maiya  
Title: Authorized Signatory

By:   
Name: James Persico  
Title: Authorized Signatory

**SCHEDULE A**  
**TO RELEASE OF INTELLECTUAL PROPRERTY SECURITY AGREEMENT**

Trademark	Serial Number	Registration Date	Registration Number
Depiction of "Cigar Pete"	74181164	May 19, 1990	1688255
			

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