

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810738

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900771516		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEY PRINCIPAL PARTNERS IIIA LLC		09/22/2017	Limited Liability Company: OHIO
CYPRIMUM INVESTORS III LP	FORMERLY KEY INVESTORS III LP	09/22/2017	Limited Partnership: DELAWARE
CYPRIMUM INTERNATIONAL INVESTORS III LP	FORMERLY KPP INTERNATIONAL INVESTORS III LP	09/22/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	GOURMET BOUTIQUE, L.L.C.		
Street Address:	144-02 158th St		
City:	Jamaica		
State/Country:	NEW YORK		
Postal Code:	11434		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3108673	GOURMET BOUTIQUE	
Registration Number:	3274189	AS GOOD AS IT GETS...NATURALLY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nkaufman@kaufmanmcgowan.com		
Correspondent Name:	Kaufman McGowan PLLC		
Address Line 1:	190 Motor Pky., Suite 202		
Address Line 4:	Hauppauge, NEW YORK 11788		
NAME OF SUBMITTER:	Neil M. Kaufman		
SIGNATURE:	/Neil M. Kaufman/		
DATE SIGNED:	05/16/2023		

Total Attachments: 3

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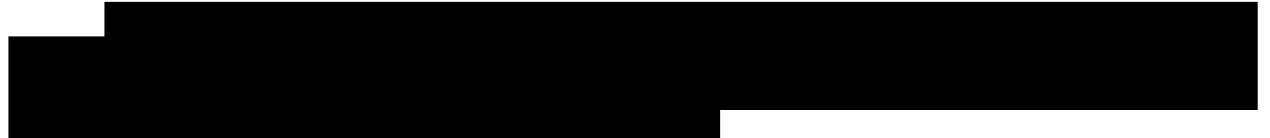
September 22, 2017

Gourmet Boutique, L.L.C.
144-01 157th Street
Jamaica, New York 11434
Attention: Jan Sussman

Re: Credit Agreement dated December 21, 2007 among Gourmet Boutique, L.L.C., Key Principal Partners IIIA LLC, Cyprium Investors III LP and Cyprium International Investors III LP, as amended

Mr. Liberto:

Reference is made to that certain Credit Agreement, dated as of December 21, 2007 (as amended, supplemented or otherwise modified from time to time through the date hereof, the "Credit Agreement"), among Gourmet Boutique, L.L.C., a New York limited liability company ("Company"), Key Principal Partners IIIA LLC ("KPP IIIA"), Cyprium Investors III LP ("Cyprium III") and Cyprium International Investors III LP ("Cyprium International" and, together with KPP IIIA and Cyprium III, the "Lenders"). Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Credit Agreement.



The GB Obligations are hereby cancelled and terminated in all respects and shall be deemed forgiven in full. All security interests and other liens granted to, or held by, the Lenders in any of the Company's or its affiliates' property or assets as security for any GB Obligations are hereby forever and irrevocably forgiven, released and discharged in full. The Company is hereby authorized to (i) file and deliver such termination statements and/or other releases, documents, notices or instruments necessary or desirable to evidence the release of the Lenders' interests in any of the collateral securing any GB Obligations and (ii) take any other actions as may be necessary to release and terminate any of such interests or otherwise to carry out the terms of this letter.

This letter and the rights and obligations of the parties hereto and thereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

This letter may be executed in identical counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this letter by facsimile transmission or other electronic transmission shall be effective as delivery of an original counterpart of this letter. The headings and titles of the paragraphs above are for convenience only and have no substantive meaning herein.


Please evidence your receipt of this letter by signing the enclosed copy hereof and returning it to the undersigned.

[Signature Page Follows]

Very truly yours,

KEY PRINCIPAL PARTNERS IIIA LLC

By: CYPRIUM INVESTMENT PARTNERS LLC, its
Manager

By: 
Name: Michael J. Conaton
Title: Authorized Signer

CYPRIUM INVESTORS III LP

By: CYPRIUM III MANAGEMENT LLC, its
General Partner

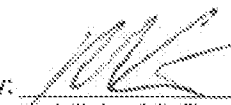
By: CYPRIUM INVESTMENT PARTNERS LLC, its
Manager

By: 
Name: Michael J. Conaton
Title: Partner

CYPRIUM INTERNATIONAL INVESTORS III LP

By: CYPRIUM III MANAGEMENT LLC, its
General Partner

By: CYPRIUM INVESTMENT PARTNERS LLC, its
Manager

By: 
Name: Michael J. Conaton
Title: Partner

ACCEPTED AND AGREED
AS OF THE DATE FIRST WRITTEN ABOVE:

GOURMET BOUTIQUE, L.L.C.
as Company

By: _____
Name: Robert Liberto
Title: Chief Operating Officer

Very truly yours,

KEY PRINCIPAL PARTNERS IIIA LLC

By: CYPRIUM INVESTMENT PARTNERS LLC, its
Manager

By: _____
Name: Michael J. Conaton
Title: Authorized Signer

CYPRIUM INVESTORS III LP

By: CYPRIUM III MANAGEMENT LLC, its
General Partner

By: CYPRIUM INVESTMENT PARTNERS LLC, its
Manager

By: _____
Name: Michael J. Conaton
Title: Partner

CYPRIUM INTERNATIONAL INVESTORS III LP

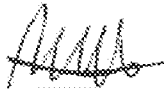
By: CYPRIUM III MANAGEMENT LLC, its
General Partner

By: CYPRIUM INVESTMENT PARTNERS LLC, its
Manager

By: _____
Name: Michael J. Conaton
Title: Partner

ACCEPTED AND AGREED
AS OF THE DATE FIRST WRITTEN ABOVE:

GOURMET BOUTIQUE, L.L.C.
as Company

By:  _____
Name: Robert Liberto
Title: Chief Operating Officer

{Signature Page to Debt Cancellation Letter – Credit Agreement, dated December 21, 2007}