

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821992

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900774728

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P.		05/22/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Curation Foods, Inc.
Street Address:	2811 Air Park Drive
City:	Santa Maria
State/Country:	CALIFORNIA
Postal Code:	93455
Entity Type:	Corporation: DELAWARE
Name:	Lifecore Biomedical, Inc.
Street Address:	2811 Air Park Drive
City:	Santa Maria
State/Country:	CALIFORNIA
Postal Code:	93455
Entity Type:	Corporation: DELAWARE
Name:	Lifecore Biomedical Operating Company, Inc.
Street Address:	2811 Air Park Drive
City:	Santa Maria
State/Country:	CALIFORNIA
Postal Code:	93455
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1460274	GREENLINE
Registration Number:	1488016	LIFECORE
Registration Number:	1653373	INTELIMER
Registration Number:	1668206	LUROCOAT
Registration Number:	2230974	O ZINFANDEL VINEGAR
Registration Number:	2407247	O EXTRA VIRGIN

Property Type	Number	Word Mark
Registration Number:	2423247	CAL EX
Registration Number:	2549383	CASINO
Registration Number:	2580711	EAT SMART
Registration Number:	2648130	SUNSHINE BLEND
Registration Number:	2700557	O CHAMPAGNE VINEGAR
Registration Number:	2702724	O CABERNET VINEGAR
Registration Number:	2939113	LIFECORE
Registration Number:	3125057	
Registration Number:	3133571	BREATHEWAY
Registration Number:	3151380	
Registration Number:	3297565	EAT SMART
Registration Number:	3359708	EXTENDS FRESHNESS NATURALLY
Registration Number:	3438390	EXTENDS FRESHNESS NATURALLY
Registration Number:	3441896	EAT SMART
Registration Number:	3610377	INTELIMER
Registration Number:	3856330	CORGEL
Registration Number:	3902233	CLEARLY FRESH
Registration Number:	3992124	OOO SONOMA
Registration Number:	4318963	STEAM IN THE BAG
Registration Number:	4426882	CONTAINS 7 SUPERFOODS
Registration Number:	4554405	O ULTRA EVO
Registration Number:	4561575	BEST IN FRESH
Registration Number:	4561662	CONTAINS 5 SUPERFOODS
Registration Number:	4654496	CONTAINS 7 SUPERFOODS
Registration Number:	4665524	O CUVEE CHAMPAGNE VINEGAR
Registration Number:	4680501	O CITRUS CHAMPAGNE VINEGAR
Registration Number:	4682938	SUPERLICIOUS SMOOTHIE BLEND
Registration Number:	4682939	SUPERLICIOUS
Registration Number:	4818816	EAT SMART
Registration Number:	4838627	PLANT POWERED PROTEIN
Registration Number:	4873010	POWER UP WITH PLANT POWERED PROTEIN
Registration Number:	4936310	LANDEC
Registration Number:	5205372	INTELIMER
Registration Number:	5380705	EAT SMART
Registration Number:	5383736	EAT SMART AT HOME
Registration Number:	5417016	EAT SMART
Registration Number:	5417105	EAT SMART
Registration Number:	5443167	EAT SMART AT HOME

Property Type	Number	Word Mark
Registration Number:	5448787	THE FAST, FLAVORFUL WAY TO EAT HEALTHY E
Registration Number:	5488161	STRONGROOTS
Registration Number:	5488162	STRONGROOTS
Registration Number:	5528165	LIFECORE BIOMEDICAL
Registration Number:	5528166	LIFECORE
Registration Number:	5624300	NOW PLANTING
Registration Number:	5704772	EAT SMART CHOPPED & CRUMBLED
Registration Number:	5819222	B
Registration Number:	5870153	VINEYARD COLLECTION
Registration Number:	5928017	EAT SMART VINEYARD COLLECTION
Registration Number:	5961886	CURATION
Registration Number:	5961887	CURATION
Registration Number:	6024545	CURATION FOODS BRING IT TO THE TABLE
Registration Number:	6075147	CURATION FOODS BRING IT TO THE TABLE
Registration Number:	6091122	CURATION FOODS
Registration Number:	6099403	GOOD TO GROW
Registration Number:	6135506	CURATION FOODS
Registration Number:	6153611	
Serial Number:	90048565	STEAM IN THE BAG

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001249082
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	07/05/2023

Total Attachments: 8

source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page1.tif

source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page2.tif

source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page3.tif

source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page4.tif

source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page5.tif

source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page6.tif
source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page7.tif
source=22. GS-Landec - Termination and Release of Trademark Security Agreement#page8.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Termination and Release”), dated as of May 22, 2023, is made 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, **LIFECORE BIOMEDICAL, INC.** (f/k/a/ Landec Corporation), a Delaware corporation, and **LIFECORE BIOMEDICAL OPERATING COMPANY, INC.** (f/k/a/ Lifecore Biomedical, Inc.), a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”). 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).

WITNESSETH:

WHEREAS, reference is hereby made to (a) that certain Credit and Guaranty Agreement, dated as of December 31, 2020, by and among the Grantors, the Collateral Agent and other parties from time to time parties 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, among others, the Grantors in favor of the 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 the Grantors in favor of the 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, each Grantor granted to the Collateral Agent, on behalf of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under (a) all of its Trademarks to which it is a party, including, without limitation, those U.S. Trademarks referred to on Schedule A hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark (collectively, the “Trademark Collateral”).

WHEREAS, the Grantors have requested that the Collateral Agent release its security interests in the Trademark Collateral.

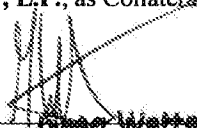
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent, without representation, warranty or recourse, hereby automatically and irrevocably (i) terminates, cancels and releases all security interests and continuing liens in the Trademark Collateral granted by the Grantors in favor of the Collateral Agent; (ii) assigns, transfers and delivers to the Grantors all of its right, title and interest in, to and under the Trademark Collateral to the extent that any such right, title and interest exists as of the date hereof; (iii) agrees, or authorizes each Grantor or its agents, attorneys or designees, to file this Termination and Release with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of the Collateral Agent’s security interests in and liens on the Trademark Collateral; and (iv) authorizes the governing body of the United States Patent and Trademark Office to record this Termination and Release.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Signature page follows.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and 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**





Termination and Release of Security Interest in Trademarks



**TRADEMARK
REEL: 008121 FRAME: 0283**





SCHEDULE A


REGISTERED TRADEMARKS

Grantor	Mark	Application No Filing Date	Registration No. Registration Date
Curation Foods, Inc.	B 	88223375 10-DEC-2018	5819222 30-JUL-2019
Curation Foods, Inc.	BEST IN FRESH	85863038 28-FEB-2013	4561575 01-JUL-2014
Curation Foods, Inc.	BREATHWAY	76618519 29-OCT-2004	3133571 22-AUG-2006
Curation Foods, Inc.	CAL EX	75880958 27-DEC-1999	2423247 23-JAN-2001
Curation Foods, Inc.	CASINO	76107410 11-AUG-2000	2549383 19-MAR-2002
Curation Foods, Inc.	CLEARLY FRESH	85013759 14-APR-2010	3902233 04-JAN-2011
Curation Foods, Inc.	CONTAINS 5 SUPERFOODS 	86153937 30-DEC-2013	4561662 01-JUL-2014
Curation Foods, Inc.	CONTAINS 7 SUPERFOODS 	85823916 15-JAN-2013	4426882 29-OCT-2013
Curation Foods, Inc.	CONTAINS 7 SUPERFOODS 	86153939 30-DEC-2013	4654496 09-DEC-2014
Curation Foods, Inc.	CURATION	87342168 20-FEB-2017	5961886 14-JAN-2020
Curation Foods, Inc.	CURATION	87342185 20-FEB-2017	5961887 14-JAN-2020

Grantor	Mark	Application No Filing Date	Registration No Registration Date
Curation Foods, Inc.	CURATION FOODS	88775856 28-JAN-2020	6091122 30-JUN-2020
Curation Foods, Inc.	CURATION FOODS	88782173 02-FEB-2020	6135506 25-AUG-2020
Curation Foods, Inc.	CURATION FOODS BRING IT TO THE TABLE	87527212 13-JUL-2017	6024545 31-MAR-2020
Curation Foods, Inc.	CURATION FOODS BRING IT TO THE TABLE	88775811 28-JAN-2020	6075147 09-JUN-2020
Curation Foods, Inc.	Design Only 	78471343 20-AUG-2004	3125057 01-AUG-2006
Curation Foods, Inc.	Design Only 	76618518 29-OCT-2004	3151380 03-OCT-2006
Curation Foods, Inc.	EAT SMART	75863153 08-DEC-1999	2580711 18-JUN-2002
Curation Foods, Inc.	EAT SMART	78855553 06-APR-2006	3297565 25-SEP-2007
Curation Foods, Inc.	EAT SMART	77170461 01-MAY-2007	3441896 03-JUN-2008
Curation Foods, Inc.	EAT SMART	86212995 06-MAR-2014	4818816 22-SEP-2015
Curation Foods, Inc.	EAT SMART 	87549161 31-JUL-2017	5417016 06-MAR-2018
Curation Foods, Inc.	EAT SMART 	87552652 02-AUG-2017	5380705 16-JAN-2018
Curation Foods, Inc.	EAT SMART	87552689 02-AUG-2017	5417105 06-MAR-2018

Grantor	Mark	Application No Filing Date	Registration No Registration Date
			
Curation Foods, Inc.	EAT SMART AT HOME	87282699 28-DEC-2016	5383736 23-JAN-2018
Curation Foods, Inc.	EAT SMART AT HOME	87604058 11-SEP-2017	5443167 10-APR-2018
Curation Foods, Inc.	EAT SMART CHOPPED & CRUMBLLED	87773557 28-JAN-2018	5704772 19-MAR-2019
Curation Foods, Inc.	EAT SMART VINEYARD COLLECTION	88114008 12-SEP-2018	5928017 03-DEC-2019
Curation Foods, Inc.	EXTENDS FRESHNESS NATURALLY	78920780 30-JUN-2006	3359708 25-DEC-2007
Curation Foods, Inc.	EXTENDS FRESHNESS NATURALLY	78978147 30-JUN-2006	3438390 27-MAY-2008
Curation Foods, Inc.	GOOD TO GROW 	88571716 08-AUG-2019	6099403 14-JUL-2020
Curation Foods, Inc.	GREENLINE	73650197 19-MAR-1987	1460274 06-OCT-1987
Curation Foods, Inc.	NOW PLANTING	87978926 28-NOV-2017	5624300 04-DEC-2018
Curation Foods, Inc.	O CABERNET VINEGAR	78135999 14-JUN-2002	2702724 01-APR-2003
Curation Foods, Inc.	O CHAMPAGNE VINEGAR	78136002 14-JUN-2002	2700557 25-MAR-2003
Curation Foods, Inc.	O CITRUS CHAMPAGNE VINEGAR	85904875 15-APR-2013	4680501 03-FEB-2015
Curation Foods, Inc.	O CUVÉE CHAMPAGNE VINEGAR	85904870 15-APR-2013	4665524 06-JAN-2015
Curation Foods, Inc.	O EXTRA VIRGIN	75678899 09-APR-1999	2407247 21-NOV-2000

Grantor	Mark	Application No Filing Date	Registration No Registration Date
Curation Foods, Inc.	O ULTRA EVO	85904921 15-APR-2013	4554405 24-JUN-2014
Curation Foods, Inc.	OOO SONOMA 	85038131 13-MAY-2010	3992124 12-JUL-2011
Curation Foods, Inc.	PLANT POWERED PROTEIN	86446825 06-NOV-2014	4838627 20-OCT-2015
Curation Foods, Inc.	POWER UP WITH PLANT POWERED PROTEIN	86468666 02-DEC-2014	4873010 22-DEC-2015
Curation Foods, Inc.	STEAM IN THE BAG 	85668743 04-JUL-2012	4318963 09-APR-2013
Curation Foods, Inc.	STEAM IN THE BAG 	90048565 12-JUL-2020	
Curation Foods, Inc.	STRONGROOTS	87552748 02-AUG-2017	5488161 05-JUN-2018
Curation Foods, Inc.	STRONGROOTS 	87552763 02-AUG-2017	5488162 05-JUN-2018
Curation Foods, Inc.	SUNSHINE BLEND	76112089 18-AUG-2000	2648130 12-NOV-2002
Curation Foods, Inc.	SUPERLICIOUS	86262874 25-APR-2014	4682939 03-FEB-2015
Curation Foods, Inc.	SUPERLICIOUS SMOOTHIE BLEND	86262847 25-APR-2014	4682938 03-FEB-2015

Grantor	Mark	Application No Filing Date	Registration No Registration Date
Curation Foods, Inc.	THE FAST, FLAVORFUL WAY TO EAT HEALTHY EVERY DAY	86404707 24-SEP-2014	5448787 17-APR-2018
Curation Foods, Inc.	VINEYARD COLLECTION	88114018 12-SEP-2018	5870153 24-SEP-2019
Landec Corporation	INTELIMER	73815552 27-JUL-1989	1653373 13-AUG-1991
Landec Corporation	INTELIMER	78709504 08-SEP-2005	3610377 21-APR-2009
Landec Corporation	INTELIMER	86587988 06-APR-2015	5205372 16-MAY-2017
Landec Corporation	LANDEC	86742544 31-AUG-2015	4936310 12-APR-2016
Landec Corporation	O ZINFANDEL VINEGAR	75512823 02-JUL-1998	2230974 09-MAR-1999
Lifecore Biomedical, LLC	CORGEL	77941188 22-FEB-2010	3856330 05-OCT-2010
Lifecore Biomedical, LLC	Design Only 	87587728 29-AUG-2017	6153611 15-SEP-2020
Lifecore Biomedical, LLC	LIFECORE	73647089 02-MAR-1987	1488016 17-MAY-1988
Lifecore Biomedical, LLC	LIFECORE	76489693 14-FEB-2003	2939113 12-APR-2005
Lifecore Biomedical, LLC	LIFECORE	87587772 29-AUG-2017	5528166 31-JUL-2018
Lifecore Biomedical, LLC	LIFECORE BIOMEDICAL	87587756 29-AUG-2017	5528165 31-JUL-2018
Lifecore Biomedical, LLC	LUROCOAT	74113041 05-NOV-1990	1668206 17-DEC-1991

TRADEMARK APPLICATIONS

Grantor	Mark	Application No	Filing Date
Curation Foods, Inc.	STEAM IN THE BAG	90048565	12-JUL-2020