

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITEHORSE CAPITAL MANAGEMENT, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LENNY & LARRY'S, LLC		
Street Address:	15303 Ventura Blvd		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6025637	LENNY & LARRY'S KETO COOKIE	
Registration Number:	6336906	LENNY & LARRY'S THE BOSS! COOKIE	
Registration Number:	6206646	SHOCKINGLY DELICIOUS	
Registration Number:	6531645	THE COMPLETE BAR	
Registration Number:	6070799	THE COMPLETE CREMES	
Registration Number:	5777386	THE COMPLETE CRUNCHY COOKIES	
Serial Number:	90073022	LENNY & LARRY'S THE BOSS! BAR	
Serial Number:	90204271	THE COMPLETE GRANOLA	
Serial Number:	90073026	THE LUDICROUS BAR	
Serial Number:	90073024	THE LUDICROUS COOKIE	
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>			
Phone:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Ave		

CH \$265.00 6025637

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	44444-3
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	/Hayley Smith/
DATE SIGNED:	07/06/2023
Total Attachments: 4 source=LL - IP Termination and Release (for 2021 TMSA)#page1.tif source=LL - IP Termination and Release (for 2021 TMSA)#page2.tif source=LL - IP Termination and Release (for 2021 TMSA)#page3.tif source=LL - IP Termination and Release (for 2021 TMSA)#page4.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 June 30, 2023, is made by **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of the Grantor (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of February 26, 2021, entered into pursuant to that certain Pledge and Security Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), and recorded with the Trademark Division of the United States Patent and Trademark Office on March 3, 2021 at Reel/Frame 7208/0538 (the “IP Security Agreement”), LENNY & LARRY’S, LLC, a Delaware limited liability company (the “Grantor”) granted to the Collateral Agent a security interest in and continuing lien on (the “Security Interest”) all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined therein), including but not limited to the Trademarks set forth on Schedule A hereto (the “Released Trademarks”);

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement.
2. Release of Security Interest. The Collateral Agent, on behalf of the Secured Parties, without representation, warranty or recourse, hereby terminates the IP Security Agreement and terminates, releases, cancels and discharges any and all Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent in the Released Trademarks shall hereby cease and become void, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in and to the Released Trademarks.
3. Recordation. The Collateral Agent authorizes the Grantor and its agents and designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority or agency at each Grantor’s expense.
4. Further Assurances. The Collateral Agent, on behalf of the Secured Parties, further agrees to execute and deliver to the Grantor and its agents and designees any and all further documents and instruments, and do any and all further acts which either Grantor (or its agents or designees) reasonably request (at such Grantor’s expense) in order to carry out the purposes of this Termination and Release and confirm such Grantor’s right, title and interest in, to and under the Released Trademarks.
5. Choice of Law. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP NO.</u>	<u>FILE DATE</u>	<u>REG NO.</u>	<u>REG DATE</u>
LENNY & LARRY'S KETO COOKIE	USA	88480134	6/19/2019	6025637	3/31/2020
LENNY & LARRY'S THE BOSS! BAR	USA	90073022	7/24/2020		
LENNY & LARRY'S THE BOSS! COOKIE	USA	90073003	7/24/2020	6336906	4/27/2021
SHOCKINGLY DELICIOUS	USA	88438619	5/20/2019	6206646	11/24/2020
THE COMPLETE BAR	USA	88861958	4/7/2020	6531645	10/19/2021
THE COMPLETE CREMES	USA	88421105	5/8/2019	6070799	6/2/2020
THE COMPLETE CRUNCHY COOKIES	USA	88004972	6/18/2018	5777386	6/11/2019
THE COMPLETE GRANOLA	USA	90204271	9/23/2020		
THE LUDICROUS BAR	USA	90073026	7/24/2020		
THE LUDICROUS COOKIE	USA	90073024	7/24/2020		