ETAS ID: TM832937

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		03/28/2023	Limited Partnership: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Del Real, LLC		
Street Address:	1270 Avenue of the Americas, Floor 31		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: CALIFORNIA		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3081253	DEL REAL FOODS	
Serial Number:	76719595	DEL REAL FOODS ALWAYS AUTHENTIC	

## **CORRESPONDENCE DATA**

Fax Number: 2159887801

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: 2159725942

Email: Sukhdeep.Gill@gtlaw.com Greenberg Traurig, LLP **Correspondent Name:** 1717 Arch Street Suite 400 Address Line 1: Address Line 2: ATTN: Sukhdeep Gill

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Sukhdeep Gill
SIGNATURE:	/Sukhdeep Gill/
DATE SIGNED:	08/18/2023

### **Total Attachments: 4**

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## INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT (this "Release") is made as of March 28, 2023, by ANTARES CAPITAL LP ("Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, DEL REAL, LLC ("<u>Grantor</u>") and Grantee were parties to that certain Trademark Security Agreement dated as of October 7, 2016 (the "<u>Security Agreement</u>") pursuant to which Grantor granted a security interest to Grantee, for its benefit and the benefit of the Secured Parties, in Grantor's entire right, title and interest in and to and under the Trademark Collateral (as defined in the Security Agreement) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on October 7, 2016, at Reel 5896, Frame 0924;

WHEREAS, Grantor has requested that Grantee terminate, release, discharge and relinquish its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release Grantee's security interest in the Trademark Collateral and to expunge any recordation of the security interest insofar as it pertains to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Grantee hereby terminates the Security Agreement and forever terminates, releases, discharges and relinquishes its entire security interest in all of Grantor's right, title and interest in, to or under all of the Trademark Collateral, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto.
- 2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all right, title and interest in and to the Trademark Collateral (including all associated goodwill).
- 3. Grantee agrees to take all further actions, and provide to Grantor and its 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 Grantor and its successors, assigns and legal representatives may reasonably request, in order to confirm, effectuate and/or record this Intellectual Property Release and Reassignment and the terminations, releases, discharges, conveyances and other actions described above.
- 4. Grantee acknowledges and agrees that Grantor and its successors and assigns may rely upon this Release. Grantee represents and warrants that it has not transferred or assigned all or any part of the security interest, or any other right or interest, in the Trademark Collateral to any third party, and that it

TRADEMARK REEL: 008171 FRAME: 0957 has all necessary authority to execute this Release and grant the terminations, releases, discharges, conveyances and all other rights set forth herein.

5. This Intellectual Property Release and Reassignment is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantee has caused this Intellectual Property Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

Name: Brandon Morris
Title: Duly Authorized Signatory

# **SCHEDULE I**

# 1. REGISTERED TRADEMARKS

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Registered Owner
U.S. Federal	DEL REAL	76/607,976	3,081,253	Del Real, LLC
	FOODS and	(20-Aug-2004)	(18-Apr-2006)	
	Design			

# 2. TRADEMARK APPLICATIONS

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Registered Owner
U.S. Federal	DEL REAL FOODS ALWAYS AUTHENTIC and Design	76/719,595 (03-Aug-2016)	N/A	Del Real, LLC

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**RECORDED: 08/18/2023**