

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839052

<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>
CIBC BANK USA		09/06/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Grove, Inc.		
<b>Street Address:</b>	3 Westbrook Corporate Center, Suite 500		
<b>City:</b>	Westchester		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60154		
<b>Entity Type:</b>	Corporation: LOUISIANA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4061849	FRESH MARKET ON THE GO	
<b>Registration Number:</b>	4061852	FRESH MARKET ON THE GO	
<b>Registration Number:</b>	3818226	GROVE	
<b>Registration Number:</b>	3818227	GROVE	
<b>Registration Number:</b>	3818225	GROVE	
<b>Registration Number:</b>	3818132	HAVE FUN, LIVE LIFE, EAT RIGHT!	
<b>Registration Number:</b>	3818140	HAVE FUN, LIVE LIFE, EAT RIGHT!	
<b>Registration Number:</b>	3251624	HAVE FUN. LIVE LIFE. EAT RIGHT.	
<b>Registration Number:</b>	4218801	TGI THE GROVE, INC YOUR CONCOURSE FOOD S	
<b>Registration Number:</b>	4455616	TGI YOUR CONCOURSE FOOD SOURCE	
<b>Registration Number:</b>	6698284	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT!	
<b>Registration Number:</b>	6364974	LUCKY STREAK	
<b>Serial Number:</b>	90581505	THE GROVE, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		

OP \$340.00 4061849

**Correspondent Name:** Anthea F. Klim  
**Address Line 1:** 10 South Wacker Drive, 40th Floor  
**Address Line 2:** Reed Smith LLP  
**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** Anthea F. Klim

**SIGNATURE:** /Anthea F. Klim/

**DATE SIGNED:** 09/13/2023

**Total Attachments: 5**

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**RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT**

This RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT (“**Release**”) is made and effective as of September 6, 2023 and granted by CIBC BANK USA (“**Lender**”), under the Loan and Security Agreement, in favor of The Grove, Inc., a Louisiana corporation (the “**Grantor**” or “**Company**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 7, 2018 (the “**Loan and Security Agreement**”) among the Grantor, the other Loan Parties party thereto from time to time and Lender (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), the Grantor executed and delivered to Lender that certain (i) Patent and Trademark Security Agreement dated as September 7, 2018 and (ii) Patent and Trademark Security Agreement dated as of June 30, 2023 (the “**IP Security Agreements**”);

WHEREAS, pursuant to the IP Security Agreements, Grantor pledged and granted to Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreements were recorded with the United States Patent and Trademark Office at (i) Reel /Frame No. 6448/0083 on September 12, 2018 and (ii) Reel /Frame No. 8121/0641 on July 3, 2023, as applicable; and

WHEREAS, the Grantor has requested that Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest Lender may have in the IP Collateral pursuant to the IP Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Release of Security Interest. Lender, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the IP Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreements in any and all right, title and interest of the Grantor and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent or Trademark;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

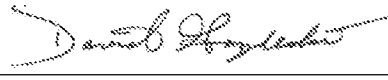
(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Lender agrees, at the Grantor's expense, to take all further actions, and provide to the 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 the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CIBC BANK USA**, as Lender and Issuing  
Lender

By: \_\_\_\_\_

Name: David Gozdecki

Title: Managing Director

**SCHEDULE 1**  
**PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE 2**  
**TRADEMARKS**

**Trademark Registrations:**

Mark	Jurisdiction	Registration Number	Record Owner
FRESH MARKET ON THE GO	US	4061849	The Grove, Inc.
FRESH MARKET ON THE GO	US	4061852	The Grove, Inc.
GROVE	US	3818226	The Grove, Inc.
GROVE	US	3818227	The Grove, Inc.
GROVE	US	3818225	The Grove, Inc.
HAVE FUN, LIVE LIFE, EAT RIGHT!	US	3818132	The Grove, Inc.
HAVE FUN, LIVE LIFE, EAT RIGHT!	US	3818140	The Grove, Inc.
HAVE FUN, LIVE LIFE, EAT RIGHT.	US	3251624	The Grove, Inc.
TGI THE GROVE, INC YOUR CONCOURSE FOOD SOURCE	US	4218801	The Grove, Inc.
TGI YOUR CONCOURSE FOOD SOURCE	US	4455616	The Grove, Inc.
GROVE HAVE FUN, LIVE LIFE, EAT RIGHT! and Design	US	6698284	The Grove, Inc.
LUCKY STREAK	US	6364974	The Grove, Inc.

**Trademark Applications:**

Mark	Jurisdiction	Application Number	Record Owner
THE GROVE, INC. and Design	US	90581505	The Grove, Inc.