

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC BANK USA		09/06/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Grove, Inc.		
Street Address:	3 Westbrook Corporate Center, Suite 500		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: LOUISIANA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4061849	FRESH MARKET ON THE GO	
Registration Number:	4061852	FRESH MARKET ON THE GO	
Registration Number:	3818226	GROVE	
Registration Number:	3818227	GROVE	
Registration Number:	3818225	GROVE	
Registration Number:	3818132	HAVE FUN, LIVE LIFE, EAT RIGHT!	
Registration Number:	3818140	HAVE FUN, LIVE LIFE, EAT RIGHT!	
Registration Number:	3251624	HAVE FUN. LIVE LIFE. EAT RIGHT.	
Registration Number:	4218801	TGI THE GROVE, INC YOUR CONCOURSE FOOD S	
Registration Number:	6698284	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT!	
Registration Number:	6364974	LUCKY STREAK	
Serial Number:	90581505	THE GROVE, INC.	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Anthea F. Klim		

OP \$315.00 4061849

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: 6

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**TERMINATION AND RELEASE OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2023 (the “Release”), from **CIBC BANK USA** (the “Lender”), to **The Grove, Inc.**, a Louisiana corporation (the “Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement (Main Street Priority Loan Facility), dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), Grantor granted to Lender a security interest (the “Security Interest”) in certain collateral;

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement, dated as of December 11, 2020, by and between the Lender and Grantor (the “2020 IP Security Agreement”), and that certain Patent and Trademark Security Agreement, dated as of June 30, 2023, by and between Lender and Grantor (the “2023 IP Security Agreement”, together with the 2020 IP Security Agreement, the “IP Security Agreements”), the Grantor, by reference to the Loan Agreement, reaffirmed its intent to grant to the Lender the Security Interest specifically in certain intellectual property (as specified in the IP Security Agreements);

WHEREAS, the 2020 IP Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on December 18, 2020 at Reel 7139 and Frame 0625, and the 2023 IP Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on July 5, 2023 at Reel 8124 and Frame 0516; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Collateral set forth on Schedule A and Schedule B attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Lender hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the IP Security Agreements and the Loan Documents (defined in the Loan and Security Agreement), as applicable.

2. Release of Security Interest. The Lender hereby terminates, releases, and discharges, without recourse, representation, or warranty, its Security Interest in the Collateral, including:

(a) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule A annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be

deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(b) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule A annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule A and any trademark licensed under any trademark license;

(d) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule B annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(e) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule B annexed hereto, any patent issued pursuant to a patent application referred to in Schedule B and any patent licensed under any patent license,

and any right, title, or interest of the Lender in such Collateral shall hereby cease and become void. The Lender reassigns to the Grantor any and all such right, title, and interest (if any) that the Lender may have in, to, and under the Collateral.

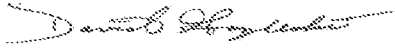
3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

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

Administrative Agent:

CIBC BANK USA

By: 
Name: David Gozdecki
Its: Managing Director

*Signature Page to Termination and Release of
Patent and Trademark Security Agreement*

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**TRADEMARK
REEL: 008196 FRAME: 0935**

SCHEDULE A

Trademarks and Trademark Applications

<u>File #</u>	<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Registration #</u>	<u>Current Owner</u>	<u>Legal Owner</u>
77886460	FRESH MARKET ON THE GO	USA	LIVE	4061849	THE GROVE, INC.	THE GROVE, INC.
77889541	FRESH MARKET ON THE GO	USA	LIVE	4061852	THE GROVE, INC.	THE GROVE, INC.
77889606	GROVE	USA	LIVE	3818226	THE GROVE, INC.	THE GROVE, INC.
77889626	GROVE	USA	LIVE	3818227	THE GROVE, INC.	THE GROVE, INC.
77889586	GROVE	USA	LIVE	3818225	THE GROVE, INC.	THE GROVE, INC.
77886250	HAVE FUN, LIVE LIFE, EAT RIGHT!	USA	LIVE	3818132	THE GROVE, INC.	THE GROVE, INC.
77886377	HAVE FUN, LIVE LIFE, EAT RIGHT!	USA	LIVE	3818140	THE GROVE, INC.	THE GROVE, INC.
78944203	HAVE FUN, LIVE LIFE, EAT RIGHT.	USA	LIVE	3251624	THE GROVE, INC.	THE GROVE, INC.
85307736	TGI THE GROVE, INC YOUR CONCOURSE FOOD SOURCE	USA	LIVE	4218801	THE GROVE, INC.	THE GROVE, INC.
88339772	LUCKY STREAK	USA	LIVE	PENDING	THE GROVE, INC.	THE GROVE, INC.
90661065	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT! and Design	USA	LIVE	6698284	THE GROVE, INC.	THE GROVE, INC.

Schedule A-1

<u>File #</u>	<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Registration #</u>	<u>Current Owner</u>	<u>Legal Owner</u>
88389772	LUCKY STREAK	USA	LIVE	6364974	THE GROVE, INC.	THE GROVE, INC.
90581505	THE GROVE, INC. and Design	USA	LIVE	Pending	THE GROVE, INC.	THE GROVE, INC.

SCHEDULE B

Patents and Patent Applications

None.

Schedule B-1

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RECORDED: 09/13/2023

**TRADEMARK
REEL: 008196 FRAME: 0938**