

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839735

|  |                                  |  |  |
|--|----------------------------------|--|--|
| <b>SUBMISSION TYPE:</b>                  |                                  | NEW ASSIGNMENT                                       |  |
| <b>NATURE OF CONVEYANCE:</b>             |                                  | RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL |  |
| <b>CONVEYING PARTY DATA</b>              |                                  |  |  |
| <b>Name</b>                              | <b>Formerly</b>                  | <b>Execution Date</b>                                | <b>Entity Type</b>                             |
| JPMORGAN CHASE BANK,<br>N.A., as Grantee |                                  | 09/15/2023   | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>              |                                  |  |  |
| <b>Name:</b>                             | NS Brands, Ltd.                  |  |  |
| <b>Street Address:</b>                   | 2338 N. Loop 1604 West, Ste. 200 |  |  |
| <b>City:</b>                             | San Antonio                      |  |  |
| <b>State/Country:</b>                    | TEXAS                            |  |  |
| <b>Postal Code:</b>                      | 78248                            |  |  |
| <b>Entity Type:</b>                      | Limited Partnership: TEXAS       |  |  |
| <b>PROPERTY NUMBERS Total: 48</b>        |                                  |  |  |
| <b>Property Type</b>                     | <b>Number</b>                    | <b>Word Mark</b>                                     |  |
| <b>Registration Number:</b>              | 6024823                          | D'VINES  |  |
| <b>Registration Number:</b>              | 5886615                          | NATURESWEET  |  |
| <b>Registration Number:</b>              | 5869594                          | NATURESWEET  |  |
| <b>Registration Number:</b>              | 6297735                          | HEAVENLY   |  |
| <b>Registration Number:</b>              | 5430122                          | A DARKER RICHER TOMATO                               |  |
| <b>Registration Number:</b>              | 5430121                          | TWILIGHTS  |  |
| <b>Registration Number:</b>              | 5335445                          | BRIGHTHOUSE ORGANICS                                 |  |
| <b>Registration Number:</b>              | 5612725                          | A BRIGHTER WAY TO GROW                               |  |
| <b>Registration Number:</b>              | 5265256                          |  |  |
| <b>Registration Number:</b>              | 5275776                          | A TOMATO FOR EVERY OCCASION                          |  |
| <b>Registration Number:</b>              | 5265255                          |  |  |
| <b>Registration Number:</b>              | 5424218                          | A DEEPER SHADE OF DELICIOUS                          |  |
| <b>Registration Number:</b>              | 5252364                          | BRIGHTHOUSE ORGANICS                                 |  |
| <b>Registration Number:</b>              | 5601790                          | TOMATOES RAISED RIGHT                                |  |
| <b>Registration Number:</b>              | 5262217                          | BRIGHTHOUSE  |  |
| <b>Registration Number:</b>              | 5857750                          |  |  |
| <b>Registration Number:</b>              | 5857749                          |  |  |
| <b>Registration Number:</b>              | 4925715                          |  |  |
| <b>Registration Number:</b>              | 5064783                          | CONSTELLATION  |  |

OP \$1215.00 6024823

| Property Type        | Number  | Word Mark                              |
|----------------------|---------|--|
| Registration Number: | 4791783 | SWEET FOR THE SLICING                  |
| Registration Number: | 4581516 | ARTISUN FARMS                          |
| Registration Number: | 4425140 | NATURESWEET GLORYS                     |
| Registration Number: | 4697939 |  |
| Registration Number: | 4318628 | GLORYS                                 |
| Registration Number: | 4219306 | NATURE SWEET                           |
| Registration Number: | 4219305 | NATURE SWEET                           |
| Registration Number: | 4219304 | NATURE SWEET TOMATOES                  |
| Registration Number: | 4215341 | NATURE SWEET TOMATOES                  |
| Registration Number: | 4215340 | NATURE SWEET                           |
| Registration Number: | 4215339 | NATURE SWEET                           |
| Registration Number: | 4219301 | NATURE SWEET CHERUBS                   |
| Registration Number: | 4215338 | NATURE SWEET SUNBURSTS                 |
| Registration Number: | 4223140 |  |
| Registration Number: | 4184372 |  |
| Registration Number: | 4215337 |  |
| Registration Number: | 4215336 |  |
| Registration Number: | 4014700 |  |
| Registration Number: | 3262789 |  |
| Registration Number: | 3164061 | CHERUBS                                |
| Registration Number: | 3939430 | SUNBURSTS                              |
| Registration Number: | 2801544 | GARDEN RIPE                            |
| Registration Number: | 2833575 | GARDEN RIPE NATURALLY RIPENED TOMATOES |
| Registration Number: | 2430779 |  |
| Registration Number: | 2300110 | NATURE SWEET                           |
| Registration Number: | 2412741 | NATURESWEET                            |
| Registration Number: | 1679579 | EUROFRESH                              |
| Registration Number: | 3359569 |  |
| Registration Number: | 6443803 | HEAVENLY SALAD TOMATOES                |

**CORRESPONDENCE DATA**

**Fax Number:** 7043311159

*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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC

**Address Line 1:** 100 North Tryon Street

**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 040435.000051

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 09/15/2023

**Total Attachments: 8**

source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page1.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page2.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page3.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page4.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page5.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page6.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page7.tif  
source=RSI-TC - JPMorgan Chase Bank, N.A., as Grantee to NS Brands, Ltd#page8.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of September 15, 2023, is made by JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (in such capacities, the “Grantee”), in favor of NS Brands, Ltd., a Texas limited partnership (“Grantor”). Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

**WHEREAS**, Grantor, the Lenders and Grantee entered into that certain Credit Agreement, dated as of May 7, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, Grantor and certain Subsidiaries of the Grantor entered into that certain Pledge and Security Agreement, dated as of May 7, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, pursuant to the Security Agreement, the Grantor executed and delivered to the Grantee that certain Supplemental Confirmatory Grant of Security Interest in United States Trademarks, dated as of May 7, 2021, and recorded with the U.S. Patent and Trademark Office on May 7, 2021 at Reel/Frame No. 7285/0414, pursuant to which Grantor pledged and granted to the Grantee on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether then owned or thereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule I, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (collectively, the “Trademarks”); and

**WHEREAS**, the Grantor has paid off all of its outstanding indebtedness to the Lenders, and the Grantee has agreed to release its security interest in all of the right, title and interest in and to the Trademarks, including those trademark registrations and applications owned by Grantor set forth in Schedule I attached hereto and incorporated herein by this reference (the “Released Collateral”), and to reconvey any and all of its right, title, and interest in and to the Released Collateral to the Grantor.

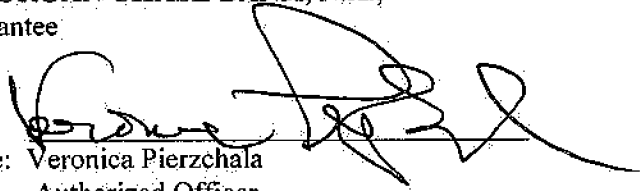
**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Grantee, on behalf of itself, its successors and assigns, and the Secured Parties, hereby TERMINATES the security interest in the Released Collateral, RELEASES and forever discharges its security interest in the Released Collateral, and retransfers and reassigns to Grantor any right, title or interest the Grantee may have in, to or under the Released Collateral.

This Release shall be construed in accordance with and governed by the Law of the State of New York.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the Grantee has caused this Release to be duly executed and delivered as of the date first written above.





**JPMORGAN CHASE BANK, N.A.,**  
as Grantee






By:   
Name: Veronica Pierzchala  
Title: Authorized Officer

[Signature Page to Release of Security Interest in Trademark Collateral]

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL  
TRADEMARKS

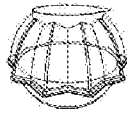





| Owner           | Jurisdiction | Registration Number | Registration Date | Trademark   |
|-----------------|--------------|---------------------|-------------------|---|
| NS Brands, Ltd. | U.S.         | 6024823             | 03/31/2020        | D'VINES<br>D'VINES  |
| NS Brands, Ltd. | U.S.         | 5886615             | 10/15/2019        | <br>NATURESWEET            |
| NS Brands, Ltd. | U.S.         | 5869594             | 12/01/2018        | <br>NATURESWEET            |
| NS Brands, Ltd. | U.S.         | 6297735             | 03/23/2021        | HEAVENLY<br>HEAVENLY  |
| NS Brands, Ltd. | U.S.         | 5430122             | 03/20/2018        | A DARKER RICHER TOMATO<br>A DARKER RICHER TOMATO  |
| NS Brands, Ltd. | U.S.         | 5430121             | 03/20/2018        | TWILIGHTS<br>TWILIGHTS  |
| NS Brands, Ltd. | U.S.         | 5335445             | 11/14/2017        | <br>BRIGHTHOUSE ORGANICS |
| NS Brands, Ltd. | U.S.         | 5612725             | 11/20/2018        | A BRIGHTER WAY TO GROW<br>A BRIGHTER WAY TO GROW  |

| Owner           | Jurisdiction | Registration Number | Registration Date | Trademark  |
|-----------------|--------------|---------------------|-------------------|--|
| NS Brands, Ltd. | U.S.         | 5265256             | 08/15/2017        |                     |
| NS Brands, Ltd. | U.S.         | 5275776             | 08/29/2017        | A TOMATO FOR EVERY OCCASION<br><br>A TOMATO FOR EVERY OCCASION   |
| NS Brands, Ltd. | U.S.         | 5265255             | 08/15/2017        | <br><br>DESIGN ONLY |
| NS Brands, Ltd. | U.S.         | 5424218             | 03/13/2018        | A DEEPER SHADE OF DELICIOUS<br><br>A DEEPER SHADE OF DELICIOUS   |
| NS Brands, Ltd. | U.S.         | 5252364             | 07/25/2017        | BRIGHTHOUSE ORGANICS<br><br>BRIGHTHOUSE ORGANICS   |
| NS Brands, Ltd. | U.S.         | 5601790             | 11/06/2018        | TOMATOES RAISED RIGHT<br><br>TOMATOES RAISED RIGHT   |
| NS Brands, Ltd. | U.S.         | 5262217             | 08/08/2017        | BRIGHTHOUSE<br><br>BRIGHTHOUSE   |
| NS Brands, Ltd. | U.S.         | 5857750             | 09/10/2019        |                   |
| NS Brands, Ltd. | U.S.         | 5857749             | 09/10/2019        |                   |

| Owner           | Jurisdiction | Registration Number | Registration Date | Trademark  |
|-----------------|--------------|---------------------|-------------------|--|
| NS Brands, Ltd. | U.S.         | 4925715             | 03/29/2016        |                         |
| NS Brands, Ltd. | U.S.         | 5064783             | 10/18/2016        | CONSTELLATION<br>CONSTELLATION   |
| NS Brands, Ltd. | U.S.         | 4791783             | 08/11/2015        | SWEET FOR THE SLICING<br>SWEET FOR THE SLICING   |
| NS Brands, Ltd. | U.S.         | 4581516             | 08/05/2014        | ARTISUN FARMS<br>ARTISUN FARMS   |
| NS Brands, Ltd. | U.S.         | 4425140             | 10/29/2013        | <br>NATURESWEET GLORYS |
| NS Brands, Ltd. | U.S.         | 4697939             | 03/10/2015        |                       |
| NS Brands, Ltd. | U.S.         | 4318628             | 04/09/2013        | GLORYS<br>GLORYS   |
| NS Brands, Ltd. | U.S.         | 4219306             | 10/02/2012        | <br>NATURE SWEET      |
| NS Brands, Ltd. | U.S.         | 4219305             | 10/02/2012        | <br>NATURE SWEET      |



| Owner           | Jurisdiction | Registration Number | Registration Date | Trademark   |
|-----------------|--------------|---------------------|-------------------|---|
| NS Brands, Ltd. | U.S.         | 4219304             | 10/02/2012        | <br>NATURE SWEET TOMATOES    |
| NS Brands, Ltd. | U.S.         | 4215341             | 09/25/2012        | <br>NATURE SWEET TOMATOES    |
| NS Brands, Ltd. | U.S.         | 4215340             | 09/25/2012        | <br>NATURE SWEET             |
| NS Brands, Ltd. | U.S.         | 4215339             | 09/25/2012        | <br>NATURE SWEET             |
| NS Brands, Ltd. | U.S.         | 4219301             | 10/02/2012        | <br>NATURE SWEET CHERUBS    |
| NS Brands, Ltd. | U.S.         | 4215338             | 09/25/2012        | <br>NATURE SWEET SUNBURSTS |
| NS Brands, Ltd. | U.S.         | 4223140             | 10/09/2012        |                            |
| NS Brands, Ltd. | U.S.         | 4184372             | 07/31/2012        |                            |
| NS Brands, Ltd. | U.S.         | 4215337             | 09/25/2012        |                            |
| NS Brands, Ltd. | U.S.         | 4215336             | 09/25/2012        |                            |

| Owner           | Jurisdiction | Registration Number | Registration Date | Trademark  |
|-----------------|--------------|---------------------|-------------------|--|
| NS Brands, Ltd. | U.S.         | 4014700             | 08/23/2011        |   |
| NS Brands, Ltd. | U.S.         | 3262789             | 07/10/2007        |   |
| NS Brands, Ltd. | U.S.         | 3164061             | 10/24/2006        | <b>CHERUBS</b><br>CHERUBS  |
| NS Brands, Ltd. | U.S.         | 3939430             | 04/05/2011        | <b>SUNBURSTS</b><br>SUNBURSTS  |
| NS Brands, Ltd. | U.S.         | 2801544             | 12/30/2003        | <b>GARDEN RIPE</b><br>GARDEN RIPE  |
| NS Brands, Ltd. | U.S.         | 2833575             | 04/20/2004        | <br>GARDEN RIPE NATURALLY<br>RIPENED TOMATOES |
| NS Brands, Ltd. | U.S.         | 2430779             | 02/27/2011        |   |
| NS Brands, Ltd. | U.S.         | 2300110             | 12/14/1999        | <br>NATURE SWEET                              |
| NS Brands, Ltd. | U.S.         | 2412741             | 12/12/2000        | <b>NATURESWEET</b><br>NATURESWEET  |
| NS Brands, Ltd. | U.S.         | 1679579             | 03/17/1992        | EUROFRESH  |
| NS Brands, Ltd. | U.S.         | 3359569             | 12/25/2007        |   |

| Owner           | Jurisdiction | Registration Number | Registration Date | Trademark   |
|-----------------|--------------|---------------------|-------------------|---|
| NS Brands, Ltd. | U.S.         | 6443803             | 8/10/2021         | HEAVENLY SALAD TOMATOES<br><br>HEAVENLY SALAD<br>TOMATOES |