

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6255/0067		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		10/02/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Foodware, LLC (f/k/a DWL International Trading, LLC)		
Street Address:	65 Industrial Road		
City:	Lodi		
State/Country:	NEW JERSEY		
Postal Code:	07644		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87058287	WINCO	
Registration Number:	2374216	WINCO	
Registration Number:	2949916	WINWARE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	ROB SONESON		
Address Line 1:	300 N LASALLE		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25545-10		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	10/03/2023		
Total Attachments: 4			

CH \$90.00 87058287

source=antares get trademark release final 2023 (payoff)(DWL International Trading, LLC)[executed]#page1.tif
source=antares get trademark release final 2023 (payoff)(DWL International Trading, LLC)[executed]#page2.tif
source=antares get trademark release final 2023 (payoff)(DWL International Trading, LLC)[executed]#page3.tif
source=antares get trademark release final 2023 (payoff)(DWL International Trading, LLC)[executed]#page4.tif

TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT (the “Release”) is made as of October 2, 2023, by Antares Capital LP, in its capacity as administrative agent (“Agent”) in favor of Foodware, LLC, a Delaware limited liability company, f/k/a DWL International Trading, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor (as DWL International Trading, LLC) and Agent are party to: (i) that certain Credit Agreement, dated as of February 16, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) that certain Guaranty and Security Agreement, dated as of February 16, 2016, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and (iii) that certain Trademark Security Agreement, dated as of December 18, 2017, which was recorded by the Trademark Division of the United States Patent and Trademark Office on January 22, 2018, at 6255, Frame 0067, (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor has mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under certain Trademark Collateral (as defined below) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations, including the Trademark Collateral set forth on Schedule A annexed hereto;

WHEREAS, the Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

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

1. Agent hereby releases and terminates its Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the following Collateral of the Grantor (collectively, the “Trademark Collateral”):

- (i) all of the Grantor’s Trademarks, including, without limitation, the Trademarks referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.


3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

ANTARES CAPITAL LP, as Agent

By: 
Name: Brendan Condron
Title: Duly Authorized Signatory

SCHEDULE A

Trademarks

Mark	Serial No.	Application Date	Registration No.	Registration Date
WINCO	N/A	N/A	87058287	6/2/16
WINCO	75445493	3/4/98	2374216	8/8/00
WINWARE	78218242	2/24/03	2949916	5/10/05