

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5732/0622		
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 G.E.T. Enterprises, LLC and Bugambilia International, Inc.)		
Street Address:	65 Industrial Road		
City:	Lodi		
State/Country:	NEW JERSEY		
Postal Code:	07644		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3856581	SANTA LUCIA	
Registration Number:	4080088	SAN MICHELE	
Registration Number:	4096367	BAMBOOMEL	
Registration Number:	4080016	SICILIANO	
Registration Number:	4362043	BRASILIA	
Serial Number:	76531366	BUGAMBILIA	
Serial Number:	76531365	BUGAMBILIA	
Registration Number:	4560320	ECO-TAKEOUTS	
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		

CH \$215.00 3856581

ATTORNEY DOCKET NUMBER:	25545-10
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/04/2023

Total Attachments: 4

source=antares get trademark release final 2023 (payoff)(GET and BUGAMBILIA)executed#page1.tif

source=antares get trademark release final 2023 (payoff)(GET and BUGAMBILIA)executed#page2.tif

source=antares get trademark release final 2023 (payoff)(GET and BUGAMBILIA)executed#page3.tif

source=antares get trademark release final 2023 (payoff)(GET and BUGAMBILIA)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 G.E.T. ENTERPRISES, LLC, a Delaware limited liability company, by way of merger, and BUGAMBILIA INTERNATIONAL, INC., a California corporation (each a “Grantor” and, collectively, the “Grantors”). 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 Grantors 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 February 16, 2016, which was recorded by the Trademark Division of the United States Patent and Trademark Office on February 16, 2016, at Reel 5732, Frame 0622 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors have 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 their rights, titles and interests 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 their Obligations, including the Trademark Collateral set forth on Schedule A annexed hereto;

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

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 Grantors’ rights, titles and interests in, to and under the following Collateral of the Grantors (collectively, the “Trademark Collateral”):

(i) all of the Grantors’ Trademarks (other than Excluded Property), 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 Grantors, 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	Country	Serial No.	Filing Date	Current Owner of Record
Santa Lucia	USA	3,856,581	February 25, 2010	G.E.T. Enterprises, LLC
San Michele	USA	4,080,088	June 25, 2011	G.E.T. Enterprises, LLC
Bamboomel	USA	4,096,367	July 27, 2011	G.E.T. Enterprises, LLC
Siciliano	USA	4,080,016	May 24, 2011	G.E.T. Enterprises, LLC
Brasilia	USA	4,362,043	December 22, 2011	G.E.T. Enterprises, LLC
Eco-Takeouts	USA	4,560,320	November 21, 2013	G.E.T. Enterprises, LLC
Bugambilia	USA	76531366	July 23, 2003	Bugambilia International, Inc.
Bugambilia (Stylized/Design)	USA	76531365	July 23, 2003	Bugambilia International, Inc.