

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM845914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAYNE SENIOR CREDIT III LOANCO, LLC, AS ADMINISTRATIVE AGENT		03/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DIAMOND CRYSTAL BRANDS, INC.		
Street Address:	2000 RIVEREDGE PARKWAY, SUITE 950		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5555767	CAFÉ DELIGHT	
Registration Number:	1906728	GOLD 'N NATURAL	
Registration Number:	2168796	GOLD'N NATURAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5124826800		
Email:	daniela.rojas@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Ste 650		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart Mesher/		
DATE SIGNED:	10/13/2023		
Total Attachments: 5			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of March 21, 2022 for the below defined Trademarks listed in Schedule 1, and September 30, 2022 for the Trademarks listed in Schedule 2, and granted by KAYNE SENIOR CREDIT III LOANCO, LLC (the "**Administrative Agent**"), as administrative agent for the Secured Parties under the Trademark Security Agreement referred to below (the "**Secured Parties**"), in favor of DIAMOND CRYSTAL BRANDS, INC., (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 14, 2018 (the "**Security Agreement**") among the Grantor and the Administrative Agent, on behalf of the Secured Parties thereto;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6500, Frame 0715 on May 14, 2020; and

WHEREAS, the Grantor has requested that the Administrative Agent 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 the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

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

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement 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 "**Trademark Collateral**");

(a) any and all trademarks, trademark applications, 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 1 hereto, together with the goodwill connected with the

use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) 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;

(c) 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

(d) 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.

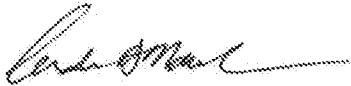
2. Further Assurances. Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further 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.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

KAYNE SENIOR CREDIT III LOANCO, LLC
as Administrative Agent


By: 
Name: Andrew Marek

Title: Authorized Signatory



Address for Notices:
150 N. Riverside Plaza, Suite 2010
Chicago, IL 60606

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
CAFÉ DELIGHT	5,555,767	September 4, 2018
GOLD 'N NATURAL	1,906,728	July 18, 1995
	2,168,796	June 30, 1998

SCHEDULE 2**UNITED STATES TRADEMARK REGISTRATIONS**

Mark	Registration Number	Registration Date
Cafe' Delight	3,089,616	May 9, 2006
CAFE' DELIGHT	5,555,786	September 4, 2018
	5,633,713	December 18, 2018
CAFE' DELIGHT	5,650,146	January 8, 2019
	6,008,257	March 10, 2020