

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association		10/18/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COLORADO PREMIUM LLC		
<b>Street Address:</b>	2035 2ND AVENUE		
<b>City:</b>	GREELEY		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80631		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>Name:</b>	K2D, INC.		
<b>Street Address:</b>	2035 2ND AVENUE		
<b>City:</b>	GREELEY		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80631		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5290324	O'DONNELL'S	
<b>Registration Number:</b>	5266034	O'DONNELL'S	
<b>Registration Number:</b>	5294737	COLORADO PREMIUM	
<b>Registration Number:</b>	5284910	COLORADO PREMIUM	
<b>Registration Number:</b>	4738329	BUEDEL FINE MEATS	
<b>Registration Number:</b>	4723305	BUEDEL FINE MEATS AND PROVISIONS	
<b>Registration Number:</b>	4066630	NATIONAL DELI	
<b>Registration Number:</b>	2763861	NATIONAL DELI	
<b>Registration Number:</b>	2588219	DELI KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2028874000  
**Email:** mbeyene@akingump.com, DC\_IPDocketing@AKINGUMP.com  
**Correspondent Name:** AKIN GUMP STRAUSS HAUER & FELD LLP  
**Address Line 1:** 2001 K Street N.W.  
**Address Line 4:** Washington DC, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	100794.0005
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene
<b>SIGNATURE:</b>	/MUSSIE B BEYENE/
<b>DATE SIGNED:</b>	10/18/2023

**Total Attachments: 4**

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**RELEASE OF INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 18, 2023 (the "Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION ("Bank"), in its capacity as administrative agent (in such capacity, the "Agent"), in connection with the termination of that certain Trademark Security Agreement (the "Security Agreement"), dated as of August 28, 2020 made by K2D, INC., a Colorado corporation ("K2D") and COLORADO PREMIUM LLC, a Colorado limited liability company ("Colorado Premium" together with K2D, collectively the "Grantors" and each a "Grantor"), in favor of the Bank. Capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement.

**WITNESSETH**

WHEREAS, pursuant to the Security Agreement, which was recorded with the U.S. Patent and Trademark Office on August 31, 2020, at Reel 7038/Frame 0562, the Grantor granted the Agent a security interest in, and lien on, the Trademark Collateral (as such term is defined in the Security Agreement), including the Trademarks listed in Schedule I hereto (the "Collateral").

WHEREAS, pursuant to the payoff letter, dated as of October 18, 2023 ("Effective Date"), the Agent has released, in favor of the Grantor, all of the Bank's security interest in the Collateral ("Payoff Letter"); and

WHEREAS, the Grantor has requested that the Bank enter into this Release in connection with the termination of the Security Agreement to confirm and memorialize the same.

NOW, THEREFORE, in consideration of the foregoing, the Bank hereby (i) releases, without representation, warranty or recourse, all of its and their security interests and liens in and to the Collateral, including without limitation the Collateral listed on Schedule I attached hereto and incorporated herein by reference, (ii) terminates the Security Agreement, and (iii) if and to the extent the Bank has acquired any right, title or interest in, to or under the Collateral, re-assigns to Grantor any right, title and interest it or they have in, to and under the Collateral.

1. The Bank and the Grantors authorize and request that the USPTO and any other applicable government officer record this Release.

2. The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise,

shall be governed by and construed in accordance with the terms and conditions of the Payoff Letter and Security Agreement and this Release is expressly subject thereto.

3. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, in its capacity as Agent

By:   
Name: \_\_\_\_\_  
Title: **David Bergstrom**  
**Vice President**

**Schedule I**

Trademarks

#	Mark	Grantor	Registration Date	Registration Number
1.	O'DONNELL'S	Colorado Premium LLC	9/19/2017	5290324
2.		Colorado Premium LLC	8/15/2017	5266034
3.		Colorado Premium LLC	9/26/2017	5294737
4.	COLORADO PREMIUM	Colorado Premium LLC	9/12/2017	5284910
5.	BUEDEL FINE MEATS	Colorado Premium LLC	5/19/2015	4738329
6.	BUEDEL FINE MEATS AND PROVISIONS	Colorado Premium LLC	4/21/2015	4723305
7.		Colorado Premium LLC	12/6/2011	4066630
8.		Colorado Premium LLC	9/16/2003	2763861
9.	DELI KING	Colorado Premium LLC	7/2/2002	2588219