

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861680

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|---|------------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP | | 12/12/2023 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | VERDEGO, LLC | | |
| Street Address: | 1200 Main Street | | |
| Internal Address: | 42nd Floor | | |
| City: | Kansas City | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 64105 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3302348 | VERDEGO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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: | 2124464727 | | |
| Email: | hayley.smith@kirkland.com | | |
| Correspondent Name: | Kirkland & Ellis LLP | | |
| Address Line 1: | Attn Hayley Smith | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 43519-57 | | |
| NAME OF SUBMITTER: | Hayley Smith | | |
| SIGNATURE: | /Hayley Smith/ | | |
| DATE SIGNED: | 12/17/2023 | | |
| Total Attachments: 4 | | | |
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of December 12, 2023 (this “Release”), is made by Antares Capital LP, as administrative agent for itself and the other Lender Parties (as defined in the Credit Agreement referred to below) (together with its successors in such capacity, “Administrative Agent”), in favor of VERDEGO, LLC, a Florida limited liability company (“Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Grantor, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, Grantor entered into a Pledge and Security Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, the other “Grantors” party thereto and Administrative Agent, pursuant to which Grantor pledged its assets as security for the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor entered into that certain Trademark Security Agreement dated as of March 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted to Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all right, title or interest in or to (the “Security Interest”) in the Trademarks set forth on Schedule A attached hereto (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 17, 2021 at Reel 7223, Frame 0044; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral. Administrative Agent hereby terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the goodwill of the business connected with the use of, and symbolized by, such Trademark Collateral, and Administrative Agent hereby retransfers and reassigns any and all right, title, and interest it may have in the foregoing to Grantor.

Section 3. Further Assurances. Administrative Agent hereby agrees, at Grantor’s expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

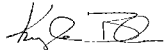
Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Kyle Blumer
Title: Duly Authorized Signatory

Trademark Release (Heartland)

TRADEMARK
REEL: 008290 FRAME: 0703

SCHEDULE A

Trademarks

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|-------------|------------------------|-------------------------|-------------------------|--------------------------|
| VERDEGO | 78909263 | 06/15/06 | 3302348 | 10/02/07 |