

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 7652/0452		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City National Bank		01/10/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	New Cibo Vita LLC (f/k/a Cibo Vita Inc)		
Street Address:	12 Vreeland Avenue		
City:	Totowa		
State/Country:	NEW JERSEY		
Postal Code:	07512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4711996	CHOCOLATE ORCHARD	
Registration Number:	4413144	NATURE'S GARDEN	
Registration Number:	6785772	WOODPECKER	
Registration Number:	3864151	WOODPECKER FOODS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061700-0080		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	01/10/2024		
Total Attachments: 4			
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TRADEMARK

REEL: 008313 FRAME: 0458

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of January 10, 2024 (this "Release"), is made by City National Bank, a national banking association ("CNB"), in favor of New Cibo Vita LLC (f/k/a Cibo Vita Inc), a Delaware limited liability company (the "Borrower"). All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Guaranty and Collateral Agreement (as defined below), and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Borrower and CNB (the "Lender"), the Lender agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lender to make the extensions of credit to the Borrower under the Credit Agreement, the Borrower entered into a Guaranty and Collateral Agreement, dated as of March 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), by and between the Borrower and the Lender, pursuant to which the Borrower assigned, transferred and granted to the Lender a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement (as defined below));

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Borrower executed and delivered that certain Trademark Security Agreement, dated as of March 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and recorded with the U.S. Patent and Trademark Office ("USPTO") on March 8, 2022 at Reel/Frame No. 7652/0452, pursuant to which the Borrower, as security for the payment and performance in full of the Obligations, pledged to the Lender, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Lender, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the Trademark Collateral, including the trademark registrations and applications set forth in Schedule A attached thereto; and

WHEREAS, the Borrower has requested and the Lender has agreed to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Lender hereby agrees as follows:

SECTION 1. TERMINATION AND RELEASE

The Lender hereby absolutely, unconditionally, irrevocably and forever DISCHARGES, TERMINATES, RELEASES and CANCELS fully, without recourse, representation or warranty

Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, and agrees that any right, title or interest of the Lender in the Trademark Collateral shall hereby cease and become void. The undersigned hereby re-transfers, re-conveys and re-assigns to the Borrower, without recourse, representation or warranty of any kind, any and all right, title and interest that the Lender may have obtained in or to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, under the Guaranty and Collateral Agreement and the Trademark Security Agreement. The Lender, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

SECTION 2. RECORDATION

The Lender authorizes and requests that the Commissioner for Trademarks of the United States of America and any other applicable government officer to record this Release against the Trademark Collateral.

SECTION 3. FURTHER ASSURANCES

The Lender hereby agrees to duly execute and deliver to the Borrower any further documents and to do such other acts that the Borrower (or its respective agents or designees) reasonably requests, at the Borrower's sole cost and expense, in order to confirm this Release and the Borrower's right, title and interest in the Trademark Collateral. The Lender further agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.

SECTION 4. GOVERNING LAW

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS). THIS RELEASE SHALL BE BINDING UPON LENDER'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITY NATIONAL BANK, as Lender



By: Todd Shrier
Name: Todd Shrier
Title: Senior Vice President

SCHEDULE I

to

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CHOCOLATE ORCHARD	30	86/362,820 11-AUG-2014	4,711,996 31-MAR-2015
NATURE'S GARDEN 	29	85/681,391 19-JUL-2012	4,413,144 08-OCT-2013
WOODPECKER	29	90/784,578 21-JUN-2021	6,785,772 07-DEC-2022
WOODPECKER FOODS 	29, 30, 32	77/961,483 17-MAR-2010	3,864,151 19-OCT-2010