

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB, as Collateral Agent		01/16/2024	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	TriMark USA, LLC		
Street Address:	9 Hampshire Street		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TriMark ERF, LLC		
Street Address:	9 Hampshire Street		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Chefs' Toys, LLC		
Street Address:	18430 Pacific Street		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	R. W. Smith, LLC		
Street Address:	10101 Old Grove Road		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92131		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 21			

OP \$540.00 4540092

Property Type	Number	Word Mark
Registration Number:	4540092	ALANI
Registration Number:	2492222	BIGTRAY
Registration Number:	2516648	BIGTRAY
Registration Number:	5077123	CHEFS' TOYS
Registration Number:	3511960	CHEFS' TOYS
Registration Number:	5073365	CHEFS' TOYS
Registration Number:	4736840	CORNERSTONE
Registration Number:	5801981	CULINARY ESSENTIALS
Registration Number:	4556639	ORDERUPEQUIPMENT.COM
Registration Number:	5608006	STRATEGIC
Registration Number:	5477107	STRATEGIC
Registration Number:	2759484	
Registration Number:	5696982	TRIA
Registration Number:	4317688	TRIA
Registration Number:	2753687	TRIMARK
Registration Number:	5801974	TRIMARK CULINARY ESSENTIALS
Registration Number:	4765484	TRIMARK FOODSERVICE EQUIPMENT, SUPPLIES
Registration Number:	5188490	VALORA
Registration Number:	4489569	VENU
Registration Number:	4661072	WE BRING IT
Registration Number:	5292442	ZIENA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2237926 TM Rel
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	01/16/2024

Total Attachments: 5
source=TriMark - Trademark Release [Executed]#page1.tif
source=TriMark - Trademark Release [Executed]#page2.tif
source=TriMark - Trademark Release [Executed]#page3.tif

source=TriMark - Trademark Release [Executed]#page4.tif
source=TriMark - Trademark Release [Executed]#page5.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “Release”), dated as of January 16, 2024, is made by WILMINGTON SAVINGS FUND SOCIETY, FSB (“Wilmington”), as collateral agent (“Agent”) in favor of TRIMARK USA, LLC, a Delaware limited liability company (“TriMark USA”), TRIMARK ERF, LLC, a Delaware limited liability company (“TriMark”), CHEFS’ TOYS, LLC, a California limited liability company (“Chef’s Toys”), R.W. SMITH, LLC, a California limited liability company (“R.W.”); together with TriMark USA, TriMark, and Chef’s Toys, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 14, 2020 and recorded with the United States Patent and Trademark Office (“USPTO”) on September 16, 2020 at Reel/Frame 007053/0986 by and among the Grantors and Agent, concerning certain intellectual property set forth on Exhibit A hereto as Agent. Capitalized terms used herein but not otherwise defined shall have meanings specified in the Trademark Security Agreement; and

WHEREAS, Agent has agreed to terminate the Trademark Security Agreement and terminate and release the entirety of its security interest in all Trademark Collateral (as defined in the Trademark Security Agreement), including all its liens on the trademarks of the Grantors identified on Exhibit A attached hereto and made a part hereof, and to reconvey any and all of its rights, title and interests in, to and under the Trademark Collateral to the Grantors.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Release. The Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate, release and discharge its lien on and security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and (b) discharge and reassign to Grantors any and all rights, title and interest it has (if any) in the Trademark Collateral (including all associated goodwill). The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Trademark Collateral.

2. Further Assurances. Upon the reasonable request of the Grantors, the Agent agrees to authenticate and deliver to the Grantors, at the expense of the Grantors, such other writings or records prepared by the Grantors (and in form and substance reasonably satisfactory to the Agent) and make and do all such other and further acts or things, as the Grantors shall reasonably deem necessary or advisable to effectuate or better evidence the agreements and assignment contained in this Release.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

4. The Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Credit Agreement and the other Loan Documents (each term as defined in the Trademark Security Agreement referenced above) as if the provisions setting forth these rights, protections, immunities and indemnities are fully set forth herein, mutatis mutandis. For the avoidance of doubt, this Release shall not effect or be deemed to effect any termination, release, discharge and reassignment of any other security interest, lien, right, title or interest of the Agent, in any capacity other than as Collateral Agent under the Credit Agreement (as defined in the Trademark Security Agreement).

[Signature Page Follows]

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

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent

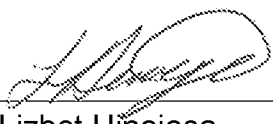
By: 
Name: Lizbet Hinojosa
Title: Vice President

EXHIBIT A**TRADEMARKS**

Trademark	Owner	App. No./ App. Date	Status	Reg. No./ Reg. Date	Owned / Licensed
ALANI	TriMark USA, LLC	85931565 14-MAY-2013	Registered	4540092 27-MAY-2014	Owned
BIGTRAY	TriMark ERF, Inc.	76021808 07-APR-2000	Registered	2492222 25-SEP-2001	Owned
BIGTRAY & Design	TriMark ERF, Inc.	76021807 07-APR-2000	Registered	2516648 11-DEC-2001	Owned
CHEFS' TOYS	Chefs' Toys, LLC	86945208 18-MAR-2016	Registered	5077123 08-NOV-2016	Owned
CHEFS' TOYS & Design	Chefs' Toys, LLC	77413717 05-MAR-2008	Registered	3511960 07-OCT-2008	Owned
CHEFS' TOYS & Design	Chefs' Toys, LLC	87023498 03-MAY-2016	Registered	5073365 01-NOV-2016	Owned
CORNERSTONE	R. W. Smith & Co.	86976263 20-MAR-2014	Registered	4736840 12-MAY-2015	Owned
CULINARY ESSENTIALS	TriMark USA, LLC	87981025 08-NOV-2017	Registered	5801981 09-JUL-2019	Owned
ORDERUPEQUIPMENT.COM	TriMark ERF, Inc.	85734712 21-SEP-2012	Registered	4556639 24-JUN-2014	Owned
STRATEGIC	TriMark USA, LLC	87516248 05-JUL-2017	Registered	5608006 13-NOV-2018	Owned
STRATEGIC & Design	TriMark USA, LLC	87516279 05-JUL-2017	Registered	5477107 22-MAY-2018	Owned
Three Ring Design	TriMark USA, LLC	76159724 03-NOV-2000	Registered	2759484 02-SEP-2003	Owned
TRIA	TriMark USA, LLC	88059114 31-JUL-2018	Registered	5696982 12-MAR-2019	Owned
TRIA & Design	TriMark USA, LLC	85317397 10-MAY-2011	Registered	4317688 09-APR-2013	Owned
TRIMARK	TriMark USA, LLC	76159831 03-NOV-2000	Registered	2753687 19-AUG-2003	Owned
TRIMARK CULINARY ESSENTIALS	TriMark USA, LLC	87980958 02-OCT-2017	Registered	5801974 09-JUL-2019	Owned
TRIMARK FOODSERVICE EQUIPMENT, SUPPLIERS AND DESIGN & Design	TriMark USA, LLC	86221826 14-MAR-2014	Registered	4765484 30-JUN-2015	Owned
VALORA	Chefs' Toys, LLC	87113544 22-JUL-2016	Registered	5188490 18-APR-2017	Owned
VENU	TriMark USA, LLC	85877207 15-MAR-2013	Registered	4489569 25-FEB-2014	Owned

Trademark	Owner	App. No./ App. Date	Status	Reg. No./ Reg. Date	Owned / Licensed
WE BRING IT	TriMark USA, LLC	86221758 14-MAR-2014	Registered	4661072 23-DEC-2014	Owned
ZIENA	TriMark USA, LLC	87102888 13-JUL-2016	Registered	5292442 19-SEP-2017	Owned