

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release (Reel 7097 / Frame 0651)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/31/2024	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Advantage Sales & Marketing LLC		
Street Address:	18100 Von Karman Avenue		
Internal Address:	Suite 1000		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4337059	FOOD IQ	
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:	2126834120		
Email:	luis.rodriquez@unitedcorporate.com		
Correspondent Name:	Doris Ka		
Address Line 1:	32 Old Slip		
Address Line 2:	c/o Cahill Gordon & Reindel llp		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	02/02/2024		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 31, 2024 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 28, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of October 28, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 5, 2020 at Reel/Frame 7097/0651;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

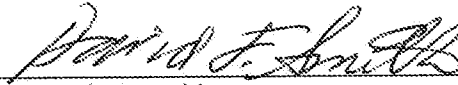
requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Secured
Parties**

By: 
Name: David J. Smith
Title: Vice President

[Signature Page to Partial Trademark Release]

GRANTOR:

**ADVANTAGE SALES & MARKETING
LLC**

By: 

Name: Christopher Growe

Title: Chief Financial Officer

[Signature Page to Partial Trademark Release]

**TRADEMARK
REEL: 008336 FRAME: 0311**

SCHEDULE I

Partial Release of Bank of America, N.A. First Lien Trademark Security Agreement recorded November 5, 2020 at Reel/Frame 7097/0651

Status	Country	Title	Classes	Goods and Services	Application #	Application Date	Registration #	Registration Date	Current Owner
Registered	United States	FOOD IQ	35	Business consulting services and information services; providing sales demonstrations for others at food industry shows and events	85481822	November 28, 2011	4337059	May 21, 2013	Advantage Sales & Marketing LLC
Registered	Canada	Waypoint Foodservice	35/36	Advertising manufactured consumer goods for sale to the food service industry for others; promoting the sale of manufactured consumer goods for sale to the food service industry for others through promotional contests and the distribution of related printed material; business merchandising display services in the field of manufactured consumer goods for sale to the food service industry for others; field marketing services in the field of manufactured consumer goods for sale to the food service industry for others, namely, conducting in-store promotions, setting-up point-of-sale displays, assisting with the display of products, handing out leaflets, and conducting product demonstrations; distribution of samples for publicity purposes in the food service and food brokerage industry; business management consulting services	1770798	May 4, 2016	TMA1054499	September 16, 2019	Advantage Sales & Marketing LLC