

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI27148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avenue Venture Opportunities Fund, L.P.		02/13/2024	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	J&J Produce, Inc.		
<b>Street Address:</b>	1001 N. Warson Road		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63132		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88103780	YUMMY SWEET	
<b>Serial Number:</b>	88000180	J & J	
<b>Serial Number:</b>	87736596	PP	
<b>Serial Number:</b>	87685706	FARMGANIC	
<b>Serial Number:</b>	87685672	FARMGANIC	
<b>Serial Number:</b>	87481058	FAMILY VALUES	
<b>Serial Number:</b>	87480197	FAMILY VALUES	
<b>Serial Number:</b>	87224037	TRIPLE CROWN	
<b>Serial Number:</b>	87175673	YUMMIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9195162009		
<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>			
<b>Phone:</b>	9197437309		
<b>Email:</b>	robert.womble@klgates.com		
<b>Correspondent Name:</b>	Mr. Robert B Womble		
<b>Address Line 1:</b>	301 Hillsborough Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27603-0003		

OP \$240.00.00 88103780

<b>ATTORNEY DOCKET NUMBER:</b>	2852295-00029
<b>NAME OF SUBMITTER:</b>	Robert Womble
<b>SIGNATURE:</b>	Robert Womble
<b>DATE SIGNED:</b>	02/14/2024

**Total Attachments: 6**

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TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of February 13, 2024, is executed by **AVENUE VENTURE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, the "Secured Party"), and in favor of **J&J PRODUCE, INC.**, a Florida corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Patent and Trademark Security Agreement (defined below).

RECITALS

A. The Intellectual Property Security Agreement, dated as of December 29, 2021, executed by Grantor (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "IP Security Agreement"), was entered into in conjunction with that certain Loan and Security Agreement, dated as of December 29, 2021, by and among Secured Party, Grantor and the other Grantors party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a lien on all of its personal property, including without limitation the copyrights listed on Exhibit A hereto, the trademarks and trademark applications listed on Exhibit B hereto, and the patents and patent applications listed on Exhibit C hereto (such copyrights, trademarks and trademark applications, and patents and patent applications, the "Intellectual Property").

B. Pursuant to the IP Security Agreement, Grantor pledged and granted to the Secured Party for the benefit of the Secured Parties (as defined in the IP Security Agreement) a security interest in all of Grantor's right, title and interest in, to and under all of the IP Collateral (as defined below).

C. Secured Party agrees to discharge fully, terminate and release its security interest in all the Intellectual Property specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The IP Security Agreement and (b) with respect to the Intellectual Property, the Loan and Security Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, fully discharges and releases the security interest pledged and granted by Grantor to the Secured Party in any and all right, title and interest of Grantor in, to and under any and all of the following (the "IP Collateral"), including, without limitation, all of the Intellectual Property, and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Patent and IP Security Agreement or Loan and Security Agreement:

(a) all of the copyrights, whether then owned or at any time thereafter acquired, of Grantor, including the copyrights listed on **Exhibit A**, and all registrations and pending applications associated therewith.

(b) all of the trademarks, whether then owned or at any time thereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Exhibit B**, and all registrations and pending applications associated therewith.

(c) all patents and patent applications, in each case whether then owned by Grantor or thereafter acquired and whether then existing or thereafter coming into existence, including without limitation those

listed on **Exhibit C**, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office, and the United States Copyright Office, at the Grantor's sole cost and expense.

5. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the United States Copyright Office, the Trademark Division of the United States Patent and Trademark Office, and the Patent Division of the United States Patent and Trademark Office, at the Grantor's sole cost and expense.

6. This Termination and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

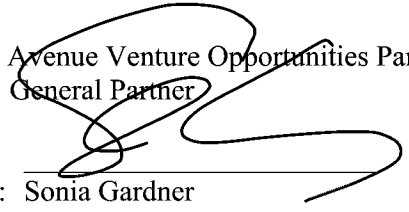
*[signature on following page]*

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Termination as of the day and year first above written.

**SECURED PARTY**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC  
Its: General Partner

By:   
Name: Sonia Gardner  
Title: Authorized Signatory

*[Signature Page to Termination and Release of Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
1.	YUMMY SWEET	88103780	5808501		2018-09-04
2.	J & J	88000180	5674490		2018-06-14
3.	PP	87736596	5503166		2017-12-28
4.	FARMGANIC	87685706	5507215		2017-11-15
5.	FARMGANIC	87685672	5469763		2017-11-15
6.	FAMILY VALUES	87481058	5426342		2017-06-08
7.	FAMILY VALUES	87480197	5426336		2017-06-08
8.	TRIPLE CROWN	87224037	5254775		2016-11-02
9.	YUMMIES	87175673	5837112		2016-09-19

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>