

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI118703

<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>
Golub Capital LLC, as administrative agent		03/22/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Mendocino Farms, LLC		
<b>Street Address:</b>	2004-H East Park Place		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6274932	MENDOCINO FARMS	
<b>Serial Number:</b>	88721257	EAT HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	3125778438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	Raquel Haleem		
<b>DATE SIGNED:</b>	03/25/2024		
<b>Total Attachments: 4</b>			
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**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE (this “Release”) is made as of March 22, 2024, by Golub Capital LLC, in its capacity as administrative agent for the Secured Parties (the “Administrative Agent”), in favor of Mendocino Farms, LLC, a Delaware limited liability company (“Grantor”), pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement, as applicable.

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 June 20, 2018, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Administrative Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Grantor entered into that certain Security Agreement, dated as of June 20, 2018, by and among Grantor, the other Grantors party thereto and the Administrative Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in and to the Collateral;

WHEREAS, Grantor and the Administrative Agent were parties to that certain Trademark Security Agreement, dated as of August 22, 2022 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon (the “Security Interest”), the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 22, 2022 at Reel 7823, Frame 0042; and

WHEREAS, the 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, the Administrative Agent hereby states as follows:

1. The Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

a. each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule I annexed hereto (collectively, the “Trademarks”);

b. all proceeds and products of each such Trademark; and

c. all goodwill associated with or symbolized by each Trademark.


2. The 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.

3. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms

*[Signature page follows]*

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

**GOLUB CAPITAL LLC**, as the Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

**SCHEDULE I  
TO  
TRADEMARK RELEASE**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations:

<b>MARK</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
MENDOCINO FARMS	Registered	6274932	2/23/21

Trademark Applications:

<b>MARK</b>	<b>STATUS</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
EAT HAPPY	Pending	88721257	12/10/19