

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI118590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as administrative agent		03/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Mendocino Farms, LLC		
Street Address:	2004-H East Park Place		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85603619		
Serial Number:	85568611	WE SELL HAPPY	
Serial Number:	85566677	BLUE COW KITCHEN & BAR AMERICAN SANDWICHES EST. 2012 DOWNTOWN, LOS ANGELES	
Serial Number:	85565789	MENDOCINO FARMS SANDWICH MARKET	
Serial Number:	85565795	BLUE COW KITCHEN & BAR	
Serial Number:	85565804	SANDWICH MARKET	
Serial Number:	78956482	MENDOCINO FARMS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		

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DATE SIGNED:	03/25/2024
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Total Attachments: 4
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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.

WITNESSETH:

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 June 20, 2018 (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 June 20, 2018 at Reel 6359, Frame 0302; 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:

MARK	APPLIC. NUMBER	APPLIC. DATE	STATUS	REGIS. NUMBER	REGIS. DATE
<i>Design Only</i>	85603619	4/20/12	Registered	4297536	3/5/13
WE SELL HAPPY	85568611	3/13/12	Registered	4485698	2/18/14
BLUE COW KITCHEN & BAR AMERICAN SANDWICHES EST. 2012 DOWNTOWN, LOS ANGELES	85566677	3/12/12	Registered	4225554	10/16/12
MENDOCINO FARMS SANDWICH MARKET	85565789	3/9/12	Registered	4300324	3/12/13
BLUE COW KITCHEN & BAR	85565795	3/9/12	Registered	4225490	10/16/12
SANDWICH MARKET	85565804	3/9/12	Registered	4300325	3/12/13
MENDOCINO FARMS	78956482	8/21/06	Renewed (Registered)	3352435	12/11/07

Trademark Applications:

None.