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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM426815

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, as agent (as successor-in-interest to General Electric Capital Corporation)		05/08/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Trumari USA, Inc.	
Street Address:	10900 NE 4TH ST	
Internal Address:	STE 1850	
City:	Bellevue	
State/Country:	WASHINGTON	
Postal Code:	98004	
Entity Type:	Corporation: WASHINGTON	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Serial Number:	85456047	TRUMARI		
Serial Number:	85951871	FROM FLAT TO FABULOUS IN SECONDS		
Serial Number:	85951889	UNPACK. UNFOLD. UNBELIEVABLE.		

### **CORRESPONDENCE DATA**

**Fax Number:** 2027995000

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:** 2027994000

**Email:** gregory.esau@dlapiper.com

Correspondent Name: Gregory C Esau

Address Line 1: 500 Eighth Street, NW Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory C. Esau
SIGNATURE:	/Gregory C. Esau/
DATE SIGNED:	05/09/2017

**Total Attachments: 4** 

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 8, 2017 (the "Effective Date"), by and between Trumari USA, Inc. ("Grantor") and Wells Fargo Bank, National Association, in its capacity as administrative agent (as successor administrative agent to General Electric Capital Corporation, together with any successors and assigns thereto in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2014 (the "Credit Agreement") by and among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, and Agent, as agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor executed and delivered a Guaranty and Security Agreement dated as of February 28, 2014 in favor of Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, pursuant to the Guaranty and Security Agreement Grantor executed and delivered to Agent that certain Trademark Security Agreement by and between Grantor and Agent dated as of February 28, 2014 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor pledged and granted to Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below):

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame number 5228/0140 on March 3, 2014; and

WHEREAS, Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

- Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
  - a. any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks"):
  - all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;
  - d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- e. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- Further Assurances. Agent agrees, at Grantor's expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).
- 4. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION

s Agent

By:\_\_\_\_\_

Name: Tracie Hummer

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Date: <u>5/8/17</u>

# EXHIBIT 1 TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	Serial No.	Filing Date	Reg. No.	Reg. Date
TRUMARI (word) (class 016)	US	Registered	85/456,047	10/25/2011	4,388,757	8/20/2013
FROM FLAT TO FABULOUS IN SECONDS (word) (class 040)	US	Registered	85/951,871	6/5/2013	4,713,135	3/31/2015
UNPACK, UNFOLD, UNBELIEVABLE, (word) (class 040)	US	Registered	85/951,889	6/5/2013	4,713,136	3/31/2015

**RECORDED: 05/09/2017**