# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM489266

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		09/06/2018	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	FLORIDA FOOD PRODUCTS, LLC
Street Address:	2231 WEST CR 44
City:	EUSTIS
State/Country:	FLORIDA
Postal Code:	32726
Entity Type:	Limited Liability Company: FLORIDA

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4667035	TEXDRY
Registration Number:	4208153	FIBERGEL LC
Registration Number:	3429173	VEG STABLE

## **CORRESPONDENCE DATA**

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com PROSKAUER ROSE LLP **Correspondent Name:** 

2049 CENTURY PARK EAST, SUITE 3200 Address Line 1:

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.164
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/10/2018

**Total Attachments: 3** 

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TRADEMARK
REEL: 006460 FRAME: 0864

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of September 6, 2018, is made by CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent (in such capacity, the "Collateral Agent"), in favor of FLORIDA FOOD PRODUCTS, LLC, a Florida limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

## WITNESSETH

WHEREAS, pursuant to (a) that certain Credit and Guaranty Agreement dated as of October 7, 2016, among the parties thereto (the "Credit Agreement") and (b) that certain Pledge and Security Agreement dated as of October 7, 2016, among the parties thereto (the "Security Agreement"), the Grantor and the Collateral Agent entered into that certain Intellectual Property Security Agreement, dated as of October 7, 2016 (the "Trademark Security Agreement"), pursuant to which the Grantor pledged, assigned and granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Intellectual Property Collateral (as defined in the Trademark Security Agreement) including, without limitation, those listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 28, 2016, Reel No. 005909, Frame No. 0153 and Doc. No. 53LC-247097; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of August 31, 2018 the Collateral Agent has agreed to terminate and release any and all security interests it may have in the Collateral (as that term is defined in the Security Agreement) and re-assign and transfer all of its right, title and interest in the Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without warranty or recourse of whatsoever kind, the Collateral Agent hereby terminates releases, discharges and cancels all of its security interests in the Intellectual Property Collateral, and re-assigns, re-conveys and re-transfers any right, title and interest that the Collateral Agent may have in the Intellectual Property Collateral to the Grantor and authorizes this Termination and Release to be recorded with the United States Patent and Trademark Office. The terms of Sections 10.11, 10.12 and 10.13 of the Security Agreement are incorporated herein by reference, *mutates mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

CORTLAND CAPITAL MARKET SERVICES LLC, as the Collateral Agent

By:

Title:

[Signature Page to Trademark Termination and Release Letter]

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	Record Owner	<u>Reg. #</u>	Reg. Date
TEXDRY	Florida Food Products, LLC	4667035	01/06/2015
FIBERGEL LC	Florida Food Products, LLC	4208153	09/18/2012
VEG STABLE	Florida Food Products, LLC	3429173	05/20/2008

**RECORDED: 09/10/2018** 

TRADEMARK REEL: 006460 FRAME: 0867