

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612331

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank		12/02/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	North Dallas Honey Company L.P.
Street Address:	2910 Nature Nate Farms
City:	McKinney
State/Country:	TEXAS
Postal Code:	75071
Entity Type:	Limited Partnership: TEXAS
Name:	Nature Nate's, LLC
Street Address:	2910 Nature Nate Farms
City:	McKinney
State/Country:	TEXAS
Postal Code:	75071
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86476771	NATURE NATE'S NATURAL SINCE 1972
Serial Number:	86534434	NATURE NATE'S
Registration Number:	5576099	HONEY MAKES IT BETTER
Registration Number:	4718341	MADE BY AMERICAN BEES
Registration Number:	4771354	NATURE NATE'S
Registration Number:	4938540	HONEY MAKES IT BETTER
Registration Number:	5443851	TROPICAL BLOSSOM HONEY CO.

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 2163634677

Email: dpoirier@beneschlaw.com

TRADEMARK

Correspondent Name: Duncan H. Poirier
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 74271-1

NAME OF SUBMITTER: Duncan H. Poirier

SIGNATURE: /Duncan H. Poirier/

DATE SIGNED: 12/03/2020

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Release**”) is made and effective as of the 2nd day of December, 2020 and granted by Comerica Bank (the “**Secured Party**”), in favor of North Dallas Honey Company, L.P., a Texas limited partnership and Nature Nate’s, LLC, a Georgia limited liability company (collectively, the “**Grantor**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 18, 2016 (the “**Credit Agreement**”) by and between the Grantor and the Secured Party, and that certain Security Agreement dated as of October 18, 2016 by and between the Grantor and the Secured Party, the Grantor executed and delivered a certain Intellectual Property Security Agreement, dated October 18, 2016, in the favor of the Secured Party (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of its right, title and interest in, to and under the Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on or around June 6, 2017 at reel/frame 6078/0100; and

WHEREAS, the Grantor has requested that the Secured Party 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 Secured Party may have in the Collateral pursuant to the IP Security Agreement.

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

1. Release of Security Interest. Secured Party and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement 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 “**Collateral**”):

(a) The patents and patent applications set forth in Schedule A attached hereto (collectively, the “**Patents**”) hereto;

(b) The trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(c) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “**Copyrights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided

by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

2. Further Assurances. Secured Party agrees, at Grantor's expense, to take all further actions, and provide to the 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 the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release. Secured Party hereby authorizes this Release to be filed and recorded with the United States Patent and Trademark Office and any other offices as may be necessary to carry out the intention of this Release. Secured Party hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

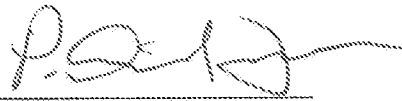
3. Governing Law. This Release and any claim, controversy, dispute or cause of action based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Comerica Bank

as Secured Party

By: 

Name: P. David Jones

Title: Vice President



SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
<p>NATURE NATE'S NATURAL SINCE 1972 (Design)</p> 	<p>86476771 (App. No.)</p>	<p>December 10, 2014 (App. Date)</p>	<p>North Dallas Honey Company, LP</p>
<p>NATURE NATE'S</p>	<p>86534434 (App. No.)</p>	<p>February 13, 2015 (App. Date)</p>	<p>North Dallas Honey Company, LP</p>
<p>HONEY MAKES IT BETTER</p>	<p>5576099 (App. No. 86476752)</p>	<p>October 2, 2018 (App. Date December 10, 2014)</p>	<p>North Dallas Honey Company, LP</p>
<p>MADE BY AMERICAN BEES</p>	<p>4718341</p>	<p>April 7, 2015</p>	<p>NATURE'S HRG, LLC</p>
<p>NATURE NATE'S</p>	<p>4771354</p>	<p>July 14, 2015</p>	<p>NATURE'S HRG, LLC</p>
<p>HONEY MAKES IT BETTER</p>	<p>4938540</p>	<p>April 12, 2016</p>	<p>NATURE'S HRG, LLC</p>
<p>TROPICAL BLOSSOM HONEY CO. (Design)</p> 	<p>5443851 (App. No. 86935886)</p>	<p>April 10, 2018 (App. Date March 10, 2016)</p>	<p>North Dallas Honey Company, LP</p>

**SCHEDULE C
COPYRIGHTS**

None.