

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631057

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Acres Capital AG & Food Limited Partnership		02/16/2021	Limited Partnership:
New Acres Capital AG & Food Parallel Limited Partnership		02/16/2021	Limited Partnership:

RECEIVING PARTY DATA

Name:	Farmhouse Culture, Inc.
Street Address:	182 Lewis Road
City:	Watsonville
State/Country:	CALIFORNIA
Postal Code:	95076
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5282880	GUT PUNCH
Registration Number:	4859490	GUT SHOT
Registration Number:	5230522	FERMENT-O-VENT
Registration Number:	4912010	FARMHOUSE CULTURE RAW ORGANIC GOODNESS N
Registration Number:	4907094	FARMHOUSE CULTURE RAW ORGANIC GOODNESS N
Registration Number:	4150147	FARMHOUSE CULTURE
Serial Number:	88610177	KRAUT KRISPS

CORRESPONDENCE DATA

Fax Number: 3122367516

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: 916-930-3263

Email: debbie.ozment@dlapiper.com

Correspondent Name: Carissa Bouwer, DLA Piper LLP (US)

Address Line 1: 400 Capital Mall

Address Line 2: Suite 2400

Address Line 4: Sacramento, CALIFORNIA 95814

CH \$190.00 5282880

ATTORNEY DOCKET NUMBER:	421590-7
NAME OF SUBMITTER:	Carissa Bouwer
SIGNATURE:	/Carissa Bouwer/
DATE SIGNED:	03/10/2021
Total Attachments: 4 source=Farmhouse Culture Release of Trademark Security Interest_TL signed#page1.tif source=Farmhouse Culture Release of Trademark Security Interest_TL signed#page2.tif source=Farmhouse Culture Release of Trademark Security Interest_TL signed#page3.tif source=Farmhouse Culture Release of Trademark Security Interest_TL signed#page4.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (the "**Release**") is made and effective as of the date of execution below and is granted by NEW ACRES CAPITAL AG & FOOD LIMITED PARTNERSHIP, by its General Partner Kirchner Asset Management (A) GP Inc. and NEW ACRES CAPITAL AG & FOOD PARALLEL LIMITED PARTNERSHIP, by its General Partner Kirchner Asset Management (A) Parallel GP Inc. (collectively, the "**Secured Parties**") in favor of Farmhouse Culture, Inc., a California corporation, with an address at 182 Lewis Road, Watsonville, California 95076 (the "**Grantor**"), and respective their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Second Lien and Security Agreement dated as of December 19, 2018 (the "**Loan Agreement**") among the Grantor and Avrio Ventures Limited Partnership III and Avrio Ventures Parallel Limited Partnership III, each a Canadian corporation and each with an address at #500, 400 Crowfoot Crescent NW, Calgary AB T3G 5H6 (collectively, the "**Avrio Parties**"), the Grantor executed and delivered to the Avrio Parties that certain Memorandum and Notice of Security Interest in Intellectual Property by and between the Grantor and the Secured Parties dated as of December 19, 2018 (the "**IP Security Agreement**");

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Avrio Parties for the ratable benefit of the Avrio Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined below and in the IP Security Agreement);

WHEREAS, the Secured Parties are successors in interest to the liens of the Avrio Parties;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel No. 6559 / Frame No. 669 on December 19, 2018, and in the Canadian Intellectual Property Office; and

WHEREAS, the Grantor has requested that the Secured Parties 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 Parties and the Avrio Parties may have in the Trademarks pursuant to the IP Security Agreement.

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

1. Release of Security Interest. The Secured Parties, on behalf of themselves, the Avrio Parties and their successors, legal representatives and assigns, hereby terminate the IP Security Agreement and terminate, release and discharge any and all security interests that they have pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassign to the Grantor any and all right, title and interest that they may have, in, to and under the following (collectively, the "**Trademarks**"):

- (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

Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(b) 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 royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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.


2. Further Assurances. The Secured Parties agree, at the 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.

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 shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

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

NEW ACRES CAPITAL AG & FOOD LIMITED
PARTNERSHIP, BY ITS GENERAL PARTNER
KIRCHNER ASSET MANAGEMENT (A) GP INC.

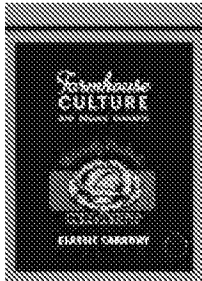

By: 
Name: Timothy Lee
Title: President
Date: Feb. 16, 2021

NEW ACRES CAPITAL AG & FOOD PARALLEL
LIMITED PARTNERSHIP, BY ITS GENERAL
PARTNER KIRCHNER ASSET MANAGEMENT (A)
PARALLEL GP INC.

By: 
Name: Timothy Lee
Title: President
Date: Feb. 16, 2021

SCHEDULE 1
TRADEMARKS

Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
GUT PUNCH	US	5282880	September 5, 2017
GUT SHOT	US	4859490	November 24, 2015
FERMENT-O-VENT	US	5230522	June 27, 2017
	US	4912010	March 8, 2016
	US	4907094	March 1, 2016
FARMHOUSE CULTURE	US	4150147	May 29, 2012
GUT SHOT	Canada	TMA971815	May 26, 2017
GUT PUNCH	Canada	TMA1057087	October 1, 2019

Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Filing Date</u>
KRAUT KRISPS	US	88610177	September 9, 2019
FARMHOUSE CULTURE	Canada	1936009	December 13, 2018