

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642790

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		04/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUN RICH FRESH FOODS INC.		
Street Address:	22151 FRASERWOOD WAY		
City:	RICHMOND, BRITISH COLUMBIA		
State/Country:	CANADA		
Postal Code:	V6W 1J5		
Entity Type:	Company: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2816348	FRUIT AL FRESCO	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	713-276-5500		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	637739-0022		
NAME OF SUBMITTER:	Sara M. Felde		
SIGNATURE:	/Sara M. Felde/		
DATE SIGNED:	04/28/2021		
Total Attachments: 4			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), effective as of April 15, 2021 is made by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent (referred to herein as the “Agent”), in favor of SUN RICH FRESH FOODS INC., a British Columbia company (the “Company”), pursuant to that certain Canadian Guaranty and Security Agreement (Super Senior), dated as of April 29, 2019 (and as the same may be further amended or modified from time to time, the “Security Agreement”), among the Company, the Agent and other parties thereto.

Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement and Trademark Security Agreement (it being understood that, in the event of any conflict between the Security Agreement and Trademark Security Agreement, such terms shall have the meanings provided or provided by reference in the Security Agreement).

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Trademark Security Agreement (Second Lien) (United States), dated as of April 19, 2019, in favor of the Agent (the “Trademark Security Agreement”) which was recorded with the United States Patent and Trademark Office on May 2, 2019, at Reel/Frame No. 006635/0852;

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademark Collateral”);

WHEREAS, the Company has informed the Agent that, pursuant to that certain Intellectual Property Assignment Agreement, dated as of April 15, 2021 (the “Assignment Agreement”), the Company has sold, transferred, assigned, contributed or otherwise conveyed the Released Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agent hereby (i) releases, relinquishes, terminates and discharges the security interest in the Released Trademark Collateral, and (ii) assigns, transfers and conveys to the Company, any right, title, or interest it may have in the Released Trademark Collateral, in each case without recourse to the Agent, and without representation or warranty of any kind. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement, including the remaining Trademark Collateral (collectively, the “Retained Collateral”). The Agent retains all security interests, liens and rights pledged and granted to the Agent under the Security Agreement and the Trademark Security

Agreement with respect to the Retained Collateral, and such security interests, liens and rights shall not be, and shall not be deemed to be, released, terminated, relinquished, discharged, impaired, interrupted or otherwise modified in any respect by this Release. Except as to the Released Trademark Collateral, the Security Agreement and the Trademark Security Agreement shall continue to be in full force and effect.

THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE COMPANY AND THE COLLATERAL AGENT UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signatures Follow On Next Page.]

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

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
FRUIT AL FRESCO	76454595	10/1/2002	2816348	2/24/2004