

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Merchants Bank		11/19/2021	State Banking Institution: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brothers International Food, LLC,		
<b>Street Address:</b>	1175 Lexington Avenue		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4994560	AUTHENTICA	
<b>Registration Number:</b>	4994561	AUTHENTICA	
<b>Registration Number:</b>	4999659	AUTHENTICA SANGRIA	
<b>Registration Number:</b>	4573918	BERRY SANGRIA	
<b>Registration Number:</b>	3925271	BROTHERS ALL NATURAL	
<b>Registration Number:</b>	3431191	BROTHERS ALL NATURAL	
<b>Registration Number:</b>	5064183	FROM THE FARM	
<b>Registration Number:</b>	4177388	FRUIT CLUSTERS	
<b>Registration Number:</b>	2914664	LOST VINEYARDS	
<b>Registration Number:</b>	4156488	LOST VINEYARDS TREEHUGGER	
<b>Registration Number:</b>	3274611	THE ONE MOTHER NATURE WOULD EAT	
<b>Registration Number:</b>	5102138	TIKI TONGA SANGRIA	
<b>Serial Number:</b>	90033245	CITRUS SPIKES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7344184289		
<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>			
<b>Phone:</b>	7344184288		
<b>Email:</b>	trademark@honigman.com		
<b>TRADEMARK</b>			

CH \$340.00 4994560

**Correspondent Name:** Julie E. Reitz  
**Address Line 1:** 39400 Woodward Avenue, Suite 101  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304

**ATTORNEY DOCKET NUMBER:** 272055-498425

**NAME OF SUBMITTER:** Julie E. Reitz

**SIGNATURE:** /Julie E. Reitz/

**DATE SIGNED:** 11/23/2021

**Total Attachments: 7**

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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 19, 2021, by **FIRST MERCHANTS BANK**, in its capacity as Lender (in such capacity, "Grantee"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement described below.

**W I T N E S S E T H:**

WHEREAS, Grantee and **Brothers International Food, LLC**, a Delaware limited liability company ("Grantor"), were parties to that certain Trademark Security Agreement dated as of December 31, 2020 (the "Agreement"), pursuant to which Grantor granted a security interest to Grantee in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Lender, including, without limitation, the Trademarks set forth on Schedule A hereto;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on December 31, 2020, at Reel 7170, Frame 0658; and

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases, terminates and discharges its continuing security interest in Grantor's entire right, title and interest in and to the following (collectively the "Trademark Collateral"):

a. each trademark registration, trademark application, and trademark license referred to in Schedule A annexed hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

b. all rights of any kind whatsoever of 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, 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. Grantee hereby releases its security interest in and lien on the Trademark Collateral.

3. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest in and to the Trademark Collateral.

4. Grantee hereby authorizes the Grantor and its successors, assigns or other legal representatives to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file any applicable Uniform Commercial Code financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Trademark Collateral and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. Grantee agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.


5. This Release shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding on the Grantor's and the Grantee's representatives, successors, assigns and transferees.

6. The words "execution," "signed," "signature," "delivery," and words of like import in this Release or any other document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Grantee or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**FIRST MERCHANTS BANK, as Lender**

By:   
Name: Jonathan Leslie  
Title: Assistant Vice President

**SCHEDULE A**


**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Dated Issued</b>	<b>Status</b>
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	AUTHENTICA	United States	4994560	July 5, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	AUTHENTICA and Design 	United States	4994561	July 5, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	AUTHENTICA SANGRIA and Design 	United States	4999659	July 12, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BERRY SANGRIA	United States	4573918	July 22, 2014	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL	United States	3925271	March 1, 2011	Registered

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Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	United States	3431191	May 20, 2008	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	FROM THE FARM	United States	5064183	October 18, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	FRUIT CLUSTERS	United States	4177388	July 17, 2012	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	LOST VINEYARDS and Design 	United States	2914664	December 28, 2004	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	LOST VINEYARDS TREEHUGGER	United States	4156488	June 12, 2012	Registered

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	THE ONE MOTHER NATURE WOULD EAT	United States	3274611	August 7, 2007	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	TIKI TONGA SANGRIA	United States	5102138	December 13, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	Canada	TMA950046	September 21, 2015	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS-ALL-NATURAL	Canada	TMA851635	May 24, 2013	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	China	8068529	March 14, 2012	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	China	8068528	March 14, 2012	Registered



Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	China	18085704	September 7, 2017	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS-ALL-NATURAL	Mexico	1262838	January 25, 2012	Registered

**Trademark Applications**

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	CITRUS SPIKES	United States	SN: 90033245	Filed July 2, 2020	Published