

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC, as Agent		12/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Giraffe Foods Inc.		
Street Address:	1774 Drew Road		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L5S 1J6		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4319046	FRESH PACK	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	THREE BRYANT PARK		
Address Line 2:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	165264		
NAME OF SUBMITTER:	Thomas A. Rayski		
SIGNATURE:	/Thomas A. Rayski/		
DATE SIGNED:	12/29/2021		
Total Attachments: 3			
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source=2021-12-29_165264_Varagon_Giraffe Trademark Release (Giraffe Foods)#page2.tif			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of December 22, 2021, by Varagon Capital Partners Agent, LLC, in its capacity as Agent for the Lenders (“Agent”), in favor of Giraffe Foods Inc., an Ontario corporation (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of December 7, 2018 (the “Trademark Security Agreement”), pursuant to which Grantor mortgaged, pledged and hypothecates to Agent for the benefit of the Secured Parties a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 7, 2018, at Reel 6496, Frame 0571;

WHEREAS, Grantor has requested that Agent execute this Trademark Release to evidence the release of its security interest in Trademark Collateral and the reassignment of any and all rights Agent may have in the same to the Grantor.

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

1. Agent hereby releases, terminates and discharges its Lien and security interest in all of Grantor’s right, title and interest in, to and under the following (collectively the “Trademark Collateral”):

- (a) all of its Trademarks, including without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns and conveys to Grantor, without any representation or recourse by Agent, any and all right, title and interest Agent may have in and to the Trademark Collateral.

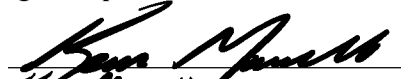
3. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of page intentionally left blank; signature page follows]

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

**VARAGON CAPITAL PARTNERS AGENT, LLC,
as Agent**

By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Kevin Markitt
Title: partner

SCHEDULE 1

Trademark Registrations and Applications in the Applicable IP Office

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
FRESH PACK	85262031	3/9/11	4319046	4/9/13	Registered

2. TRADEMARK APPLICATIONS

None.