

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Alasko Limited Partnership		11/30/2020	Limited Partnership: CANADA
RECEIVING PARTY DATA			
Name:	Avrio Subordinated Debt Limited Partnership II		
Street Address:	400 Crowfoot Crescent NW		
Internal Address:	#502		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T3G 5H6		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5980533	FARMER'S BASKET	
Registration Number:	5980519	PICK'D BY ALASKO	
Registration Number:	5929645	FOODELICIOUS	
Registration Number:	4405471	ALASKO	
Registration Number:	4033784	BE ACTIVE.BE SMART!	
Registration Number:	3964145	ALASKO STEAM READY	
Registration Number:	3878587	ALASKO	
Registration Number:	4388326	MOOV	
Registration Number:	4281080	MOOV	
CORRESPONDENCE DATA			
Fax Number:	7168526100		
<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:	7168477066		
Email:	dprincipe@phillipslytle.com		
Correspondent Name:	David L. Principe		
Address Line 1:	125 Main Street		
Address Line 2:	Suite 800		

OP \$240.00 5980533

Address Line 4: Buffalo, NEW YORK 14203

DOMESTIC REPRESENTATIVE

Name: David L. Principe

Address Line 1: 125 Main Street

Address Line 2: Suite 800

Address Line 4: Buffalo, NEW YORK 14203

NAME OF SUBMITTER: David L. Principe

SIGNATURE: /david principe/

DATE SIGNED: 01/12/2022

Total Attachments: 5

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NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "**Notice**") is entered into and effective as of November 30, 2020, by and between NEW ALASKO LIMITED PARTNERSHIP, a limited partnership organized under the laws of the Province of Québec and having an address at 1000, rue De La Gauchetière Street West, Suite 2500, Montréal (Québec) H3B 0A2, ("**Grantor**"), and AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II, a limited partnership organized under the laws of the Province of Alberta, and having an address at #502, 400 Crowfoot Crescent NW, Calgary, Alberta, T3G 5H6 (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (the "**Trademarks**"), pursuant to that certain Movable Hypothec executed on or about the date hereof (the "**Security Agreement**"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.
2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

[Remainder of page intentionally blank.
Signature page follows.]

Doc #9246806.1

IN WITNESS WHEREOF, the parties have entered into this Notice by and through their duly authorized representatives.

NEW ALASKO LIMITED PARTNERSHIP

By: 12349868 Canada Inc. its general partner

By: _____
George Kyres
Director and Chief Executive Officer

By: _____
James D. Taylor
Director

AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II

By: AVRIO SUBORDINATED DEBT GENERAL PARTNER II LTD., its general partner

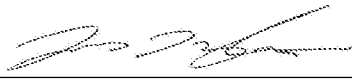
By: _____
Denis Boyer
Authorized Representative

IN WITNESS WHEREOF, the parties have entered into this Notice by and through their duly authorized representatives.

NEW ALASKO LIMITED PARTNERSHIP

By: 12349868 Canada Inc., its general partner

By: _____
George Kyres
Director and Chief Executive Officer

By:  _____
James D. Taylor
Director

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AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II

By: AVRIO SUBORDINATED DEBT GENERAL PARTNER II LTD., its general partner

By: _____
Denis Boyer
Authorized Representative

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IN WITNESS WHEREOF, the parties have entered into this Notice by and through their duly authorized representatives.

NEW ALASKO LIMITED PARTNERSHIP

By: 12349868 Canada Inc., its general partner

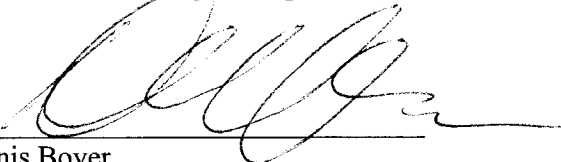
By: _____
George Kyres
Director and Chief Executive Officer

By: _____
James D. Taylor
Director

—

AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II

By: AVRIO SUBORDINATED DEBT GENERAL PARTNER II LTD., its general partner

By: 

Denis Boyer
Authorized Representative

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(Signature page to Notice of Trademark Security Interest)

SCHEDULE A

TRADEMARKS

Owner	Trademark	Class	Application Number	Application Date	Registration Number	Registration Date	Renewal Date/ Expiration Date
UNITED STATES							
New Alasko Limited Partnership	FARMER'S BASKET	29 35	87727148	19 December 2017	5980533	11 February 2020	n/a
New Alasko Limited Partnership	PICK'D BY ALASKO	29 35	87703800	30 November 2017	5980519	11 February 2020	n/a
New Alasko Limited Partnership	FOOD DELICIOUS	29 30	87399593	31 March 2017	5929645	10 December 2019	n/a
New Alasko Limited Partnership	ALASKO (HEART DESIGN)	29 35	85560582	05 March 2012	4405471	24 September 2013	24 September 2023
New Alasko Limited Partnership	BE ACTIVE. BE SMART!	29 32	85119817	31 August 2010	4033784	04 October 2011	04 October 2021
New Alasko Limited Partnership	ALASKO STEAM READY	29	77897700	20 December 2009	3964145	24 May 2011	24 May 2021
New Alasko Limited Partnership	ALASKO	29	77812373	25 August 2009	3878587	23 November 2010	23 November 2020
New Alasko Limited Partnership	MOOV	30	77683528	04 March 2009	4388326	20 August 2013	20 August 2023
New Alasko Limited Partnership	MOOV	29	77983099	04 March 2009	4281080	29 January 2013	29 January 2023