# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM715930

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS	
SEQUENCE:	2	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		03/22/2022	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	ASPIRE BAKERIES LLC (F/K/A ARYZTA LLC)		
Street Address:	350 N. Orleans, Suite 3001N		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	5022722	CUCINA GRANDE	
Registration Number:	5337084	CUCINA GRANDE	

#### CORRESPONDENCE DATA

Fax Number: 8004947512

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.

2024547625 Phone:

ipteam@cogencyglobal.com Email:

**Correspondent Name:** Julia Birgen

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1626304	
NAME OF SUBMITTER:	Sharif Hamidi	
SIGNATURE:	/Sharif Hamidi/	
DATE SIGNED:	03/22/2022	

**Total Attachments: 3** 

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#### PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of March 22, 2022 (the "Effective Date"), is made by CITIZENS BANK, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent"), in favor of ASPIRE BAKERIES LLC (f/k/a ARYZTA LLC) (the "Aspire Grantor"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement (as defined below) (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain U.S. Second Lien Pledge and Security Agreement dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Aspire Grantor, the other Grantors party thereto and the Administrative Agent, the Aspire Grantor executed and delivered a U.S. Second Lien Intellectual Property Security Agreement, dated as of May 3, 2021 (the "Intellectual Property Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") with respect to the Trademarks of the Aspire Grantor on May 5, 2021 at Reel/Frame 7277/0455;

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement, the Aspire Grantor, together with the other Grantors party thereto, pledged, collaterally assigned, mortgaged and granted to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of its rights, title and interests in, to and under the IP Collateral;

WHEREAS, the IP Collateral included (i) the Trademarks identified on <u>Schedule A</u> hereto and (ii) all Proceeds thereof (collectively, the "<u>Released Trademark Collateral</u>"); and

WHEREAS, the Administrative Agent and the Aspire Grantor acknowledge that the requirements for releasing the Security Interest in the Released Trademark Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, hereby releases, discharges, terminates and cancels the Security Interest in the Released Trademark Collateral, and hereby re-assigns to the Aspire Grantor any right, title or interest it may have in, to and under the Released Trademark Collateral, in each case without recourse to, or representation or warranty by, the Administrative Agent. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Administrative Agent in the IP Collateral, or any other security interest granted by the Aspire Grantor or any other Grantors to the Administrative Agent.

The Aspire Grantor, or any successor to the Aspire Grantor (including any person or entity hereafter having any right, title or interest in, to or under the Released Trademark Collateral), is hereby authorized to record this Partial Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be executed and delivered by its duly authorized officer as of the Effective Date.

CITIZENS BANK, N.A., as Administrative Agent

Name: Christopher O'Brien

Title: Vice President

[Signature Page -- Partial Release of Security Interest in Trademarks]

# SCHEDULE A

Mark	Jurisdiction	Reg. No.	Reg. Date	Owner
CUCINA GRANDE	US	5022722	8/16/2016	ASPIRE BAKERIES LLC
Gino	US	5337084	11/14/2017	ASPIRE BAKERIES LLC

[[5796152]]

**RECORDED: 03/22/2022**