

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM776025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		12/21/2022	Bank: CANADA
RECEIVING PARTY DATA			
Name:	MASTRONARDI PRODUCE-USA, INC.		
Street Address:	2100 Road 4 East		
City:	Kingsville, Ontario		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: MICHIGAN		
Name:	BRUSHCO FARMS, INC.		
Street Address:	2100 Road 4 East		
City:	Kingsville, Ontario		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: COLORADO		
Name:	MAROA FARMS, INC.		
Street Address:	2100 Road 4 East		
City:	Kingsville, Ontario		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: ILLINOIS		
Name:	PEPPERCO-USA, INC.		
Street Address:	2100 Road 4 East		
City:	Kingsville, Ontario		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: MICHIGAN		
Name:	MASTRONARDI TRANSPORT, INC.		
Street Address:	2100 Road 4 East		
City:	Kingsville, Ontario		
State/Country:	CANADA		

OP \$165.00 3375299

Postal Code:	N9Y 2E5
Entity Type:	Corporation: MICHIGAN
Name:	MASTAR SUPPLY CHAIN & LOGISTICS, INC.
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Corporation: MICHIGAN
Name:	MASTAR SOLUTIONS & LOGISTICS, INC.
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Corporation: MICHIGAN
Name:	MASTAR INTELLECTUAL PROPERTY HOLDING COMPANY
Street Address:	28700 Plymouth Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48150
Entity Type:	Corporation: MICHIGAN
Name:	MASTRONARDI PRODUCE INTERNATIONAL, LLC
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Limited Liability Company: DELAWARE
Name:	MASTRONARDI INTERNATIONAL LIMITED
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Corporation: MICHIGAN
Name:	MASTRONARDI PRODUCE MEXICO, LLC
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Limited Liability Company: DELAWARE
Name:	BACKYARD FARMS, LLC

Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Limited Liability Company: DELAWARE
Name:	GREEN EMPIRE FARMS, INC.
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Corporation: NEW YORK
Name:	MASTRONARDI-USA DISTRIBUTION SERVICES, INC.
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Corporation: MICHIGAN
Name:	FLAVORCO-USA, INC.
Street Address:	2100 Road 4 East
City:	Kingsville, Ontario
State/Country:	CANADA
Postal Code:	N9Y 2E5
Entity Type:	Corporation: MICHIGAN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3375299	
Registration Number:	3464610	BACKYARD FARMS
Registration Number:	3342182	GROWN NOT TOO FAR FROM HERE
Registration Number:	4631085	BACKYARD FARMS
Registration Number:	4631086	BACKYARD FARMS
Registration Number:	4749888	SOMERSET PINKS

CORRESPONDENCE DATA

Fax Number: 2029567069

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.

Phone: 2029567685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W., Suite 700
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 020838.00058 (RMC)

NAME OF SUBMITTER: Rita M. Carrier

SIGNATURE: /Rita M. Carrier/

DATE SIGNED: 12/22/2022

Total Attachments: 4

source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6329-0837)#page1.tif
source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6329-0837)#page2.tif
source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6329-0837)#page3.tif
source=BOM-Mastronardi Termination of Security Interest in Trademarks (Reel-Frame 6329-0837)#page4.tif

**NOTICE OF TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

Dated as of December 21, 2022

This NOTICE OF TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS (“Release”) is made by **BANK OF MONTREAL**, as Administrative Agent (“Administrative Agent”) having an office located at 250 Yonge Street, 11th floor, Toronto, ON M5B 2L7, in favor of **MASTRONARDI PRODUCE-USA, INC.**, a Michigan corporation (“MP USA”), **BRUSHCO FARMS, INC.**, a Colorado corporation (“Brushco”), **MAROA FARMS, INC.**, an Illinois corporation (“Maroa”), **PEPPERCO-USA, INC.**, a Michigan corporation (“PepperCo”), **MASTRONARDI TRANSPORT, INC.**, a Michigan corporation (“Mastronardi Transport”), **MASTAR SUPPLY CHAIN & LOGISTICS, INC.**, a Michigan corporation (“Mastar”), **MASTAR SOLUTIONS & LOGISTICS, INC.**, a Michigan Corporation (“Mastar Solutions”), **MASTAR INTELLECTUAL PROPERTY HOLDING COMPANY**, a Michigan corporation (“Mastar IP”), **MASTRONARDI PRODUCE INTERNATIONAL, LLC**, a Delaware limited liability company (“MPI”), **MASTRONARDI INTERNATIONAL LIMITED**, a Michigan corporation (“MIL”), **MASTRONARDI PRODUCE MEXICO, LLC**, a Delaware limited liability company (“MP Mexico”), **BACKYARD FARMS LLC**, a Delaware limited liability company (“Backyard”), **GREEN EMPIRE FARMS, INC.**, a New York corporation (“Green Empire”), **MASTRONARDI-USA DISTRIBUTION SERVICES, INC.**, a Michigan Corporation (“M-USA Distribution”), and **FLAVORCO-USA, INC.**, a Michigan corporation (“Flavorco” and, together with MP USA, Brushco, Maroa, PepperCo, Mastronardi Transport, Mastar, Mastar Solutions, Mastar IP, MPI, MIL, MP Mexico, Backyard, Green Empire, and M-USA Distribution, the “Grantors” and each a “Grantor”).

W I T N E S S E T H:

WHEREAS, reference is made to the U.S. Security and Pledge Agreement dated as of May 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”) among the Grantors, the other grantors party thereto and the Administrative Agent for the Secured Parties referenced therein, pursuant to which the Grantors granted a security interest in and lien upon the trademarks and trademark applications listed on Schedule 1 attached hereto (the “Trademark Collateral”) to the Administrative Agent for the ratable benefit of the Secured Parties; and

WHEREAS, in furtherance of the Agreement, the Grantors and the Administrative Agent entered into that certain Notice of Grant of Security Interest in Patents dated as of May 1, 2018 (the “Trademark Notice”), which was which was duly recorded on May 11, 2018, at Reel/Frame 6329/0837 in the Trademark Division of the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without representation or warranty, hereby terminates, cancels, discharges and releases its security interest in and lien upon the Trademark Collateral and any right, title and interest of the Administrative Agent in the Trademark Collateral shall hereby cease and become void. The Administrative Agent hereby re-transfers, re-conveys and re-assigns to the Grantor any right, title or interest it may have acquired in or to any of the Trademark Collateral. The Administrative Agent, without representation or warranty, hereby terminates and cancels the Patent Notice.

The Administrative Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.


The Administrative Agent hereby agrees, at the Grantor's sole cost and expense, to deliver such other documents and do such further acts as the Grantor may reasonably request in order to confirm the termination and release of the security interest contemplated by this Release.

Capitalized terms used but not otherwise defined in this Release shall have the meanings given to such terms or given to such terms by reference in the Agreement or the Trademark Notice, as applicable.

[Signature page follows.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its authorized officer as of the date first written above.

BANK OF MONTREAL, as Administrative Agent




By: _____ 

Name: Agha Husnain Raza

Its: Director - Asset Based Lending

SCHEDULE 1

TRADEMARKS

Mark App. No./Reg. No.	Design/Device	Country/ Jurisdiction	Status/ Status Date	Owner/Company
(design only) App. 77176886 Reg. 3375299		United States	Registered January 29, 2008	Backyard Farms, LLC
BACKYARD FARMS App. 78970080 Reg. 3464610		United States	Registered July 8, 2008	Backyard Farms, LLC
GROWN NOT TOO FAR FROM HERE App. 78972121 Reg. 3342182		United States	Registered November 20, 2007	Backyard Farms, LLC
BACKYARD FARMS (and design horizontal) App. 86087948 Reg. 4631085	 BACKYARD FARMS	United States	Registered November 4, 2014	Backyard Farms, LLC
BACKYARD FARMS (and design vertical) App. 86087954 Reg. 4631086	 BACKYARD FARMS	United States	Registered November 4, 2014	Backyard Farms, LLC
SOMERSET PINKS App. 86354957 Reg. 4749888		United States	Registered June 2, 2015	Backyard Farms, LLC