

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P.		02/07/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Curation Foods, Inc.		
Street Address:	2811 Airpark Drive		
City:	Santa Maria		
State/Country:	CALIFORNIA		
Postal Code:	93455		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4612370	CABO FRESH	
Registration Number:	6137091	TOLUCA	
Registration Number:	4599822	YUCATAN	
Registration Number:	4599828	YUCATAN GUACAMOLE	
Registration Number:	6031006	YUCATAN GUACAMOLE SQUEEZE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	02/07/2023		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”) is made as of February 7, 2023, by **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), in favor of **CURATION FOODS, INC.**, a Delaware corporation (“**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement (each, as defined below).

WHEREAS, reference is hereby made to (a) that certain Credit and Guaranty Agreement, dated as of December 31, 2021, by and among the Grantor, Collateral Agent and other parties from time to time parties thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”), (b) that certain Pledge and Security Agreement dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Security Agreement**”), executed by Grantor in favor of Collateral Agent, and (c) that certain Trademark Security Agreement dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Trademark Security Agreement**” and together with the Security Agreement, collectively, the “**Security Documents**”), executed by Grantor in favor of Collateral Agent, and recorded in the records of the United States Patent and Trademark Office on April 23, 2021 at Reel/Frame 7268/0840; and

WHEREAS, pursuant to the above-referenced Security Documents, Grantor granted to Collateral Agent, on behalf of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under (a) all of its Trademarks to which it is a party; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark (collectively, the “**Trademark Collateral**”).

WHEREAS, Grantor is a party to that certain Intellectual Property Assignment Agreement by and between Yucatan Foods, LLC, a Delaware limited liability company, and Grantor dated February 7, 2023, pursuant to which Grantor will assign the U.S. Trademarks referred to on Schedule A hereto (the “**Released Trademark Collateral**”) and has requested that Collateral Agent release its security interests in the Released Trademark Collateral in connection therewith.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Collateral Agent hereby automatically and irrevocably (i) terminates, cancels and releases all security interests and continuing liens in the Released Trademark Collateral granted by Grantor in favor of Collateral Agent; (ii) assigns, transfers and delivers to Grantor all of its right, title and interest in, to and under the Released Trademark Collateral to the extent that any such right, title and interest exists as of the date hereof; (iii) agrees, or authorizes Grantor or its agents, attorneys or designees, to file this Release with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of Collateral Agent’s security interests in and liens on the Released

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Trademark Collateral; and (iv) authorizes the governing body of the United States Patent and Trademark Office to record this Release.

This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral covered by the Trademark Security Agreement (such other Trademark Collateral, the "Retained Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Trademark Security Agreement with respect to the Retained Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

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

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent

By: _____
Name: _____
Title: _____

SCHEDULE A

Trademark	Application No. Filing Date	Registration No. Registration Date
CABO FRESH	86033688 09-AUG-2013	4612370 30-SEP-2014
TOLUCA	88248210 03-JAN-2019	6137091 25-AUG-2020
YUCATAN	86001329 02-JUL-2013	4599822 09-SEP-2014
YUCATAN GUACAMOLE 	86002262 03-JUL-2013	4599828 09-SEP-2014
YUCATAN GUACAMOLE SQUEEZE	88539967 26-JUL-2019	6031006 07-APR-2020

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RECORDED: 02/07/2023

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