

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800984

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital One, National Association, as Agent		04/06/2023	Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brothers International Food, LLC		
<b>Street Address:</b>	1175 Lexington Avenue		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5064183	FROM THE FARM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle St.		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Gregory T. Pealer/		
<b>DATE SIGNED:</b>	04/06/2023		
<b>Total Attachments: 4</b>			
source=Partial Release of Trademark (Brothers _ CapOne)[78]#page1.tif			
source=Partial Release of Trademark (Brothers _ CapOne)[78]#page2.tif			
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OP \$40.00 5064183

## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS dated April 6, 2023 (this "*Partial Release*") by Capital One, National Association ("*Capital One*"), with its mailing address at Two Bethesda Metro Center, Suite 600, Bethesda, Maryland 20814, acting as administrative agent hereunder for the Secured Parties as defined in the IP Security Agreement as hereinafter defined (Capital One acting as such administrative agent being hereinafter referred to as "*Agent*"), in favor of Grantor (as defined below);

### WITNESSETH:

WHEREAS, Brothers International Food, LLC, a Delaware limited liability company ("*Grantor*"), with its mailing address at 1175 Lexington Avenue, Rochester, New York 14606, and Agent were parties to that certain Intellectual Property Security Agreement dated November 19, 2021 between Grantor and Agent which was recorded in the United States Patent and Trademark Office on November 19, 2021 at Reel 007500, Frame 0781 (the "*IP Security Agreement*"), pursuant to which Grantor granted to Agent a security interest in, among other things, the trademarks listed on Schedule 1 attached thereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, the Grantor has requested that the Agent release its security interest in the trademark named FROM THE FARM under registration number 5064183 registered on October 18, 2016 (the "*FROM THE FARM Trademark*");

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

Agent, for itself and for the Secured Parties, hereby (a) terminates the lien and security interest created under the IP Security Agreement in the FROM THE FARM Trademark, and (b) releases its security interest in, without any representation, warranty, recourse or undertaking by Agent all of its right, title and interest, if any, in and to the FROM THE FARM Trademark, including without the right to sue for past, present or future infringement thereof, and the goodwill of the business associated with such trademark and all such other Trademark Property relating solely to the FROM THE FARM Trademark.

*It is expressly understood and agreed that this Partial Release is in no way to operate to discharge the lien of any other trademark, trademark registration, trademark application, or trademark license set forth in the IP Security Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, trademark applications, and trademark licenses described in the IP Security Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.*

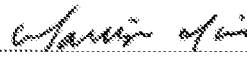
Agent acknowledges that this Partial Release may be filed along with other necessary documentation with the United States Patent and Trademark Office or any other appropriate governmental office to evidence the release granted herein.

This Partial Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of Page Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, Agent has caused this Partial Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION, as  
Agent

By:   
Name: Mauro Maris  
Title: Vice President

SIGNATURE PAGE TO PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

RECORDED: 04/06/2023

**TRADEMARK**  
**REEL: 008035 FRAME: 0429**