

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843750

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                                   |  |
| <b>NATURE OF CONVEYANCE:</b>  | Amended and Restated Termination and Release of Security Interest in Intellectual Property |                                   |  |
| <b>CONVEYING PARTY DATA</b>   |  |                                   |  |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b>             | <b>Entity Type</b>                             |
| U.S. Bank National Association  |  | 10/03/2023                        | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                                   |  |
| <b>Name:</b>  | Odyssey Foods, LLC   |                                   |  |
| <b>Street Address:</b>  | 2729 6th Ave S, STE 200  |                                   |  |
| <b>City:</b>  | Seattle  |                                   |  |
| <b>State/Country:</b>   | WASHINGTON   |                                   |  |
| <b>Postal Code:</b>   | 98134  |                                   |  |
| <b>Entity Type:</b>   | Limited Liability Company: WASHINGTON  |                                   |  |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                                   |  |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>                  |  |
| <b>Registration Number:</b>   | 5024942  | TREASURES BY ODYSSEY              |  |
| <b>Registration Number:</b>   | 4678124  | TREASURES FROM THE SEA BY ODYSSEY |  |
| <b>Registration Number:</b>   | 3393384  | TREASURE-A-PEEL                   |  |
| <b>Registration Number:</b>   | 3132568  | ODYSSEY                           |  |
| <b>Registration Number:</b>   | 3129425  | ODYSSEY                           |  |
| <b>Registration Number:</b>   | 2304343  | TREASURES FROM THE SEA            |  |
| <b>Registration Number:</b>   | 4717765  | COMMON SENSE SEAFOOD              |  |
| <b>Registration Number:</b>   | 2918902  | PASSPORT FOODS                    |  |
| <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>   | (801) 328-3131   |                                   |  |
| <b>Email:</b>   | tm-slc@stoel.com   |                                   |  |
| <b>Correspondent Name:</b>  | Joshua G. Gigger   |                                   |  |
| <b>Address Line 1:</b>  | 201 South Main Street, Suite 1200  |                                   |  |
| <b>Address Line 4:</b>  | Salt Lake City, UTAH 84111   |                                   |  |
| <b>NAME OF SUBMITTER:</b>   | Joshua G. Gigger   |                                   |  |

OP \$215.00 5024942

|   |                    |
|---|--------------------|
| <b>SIGNATURE:</b>   | /Joshua G. Gigger/ |
| <b>DATE SIGNED:</b>   | 10/04/2023         |
| <b>Total Attachments: 4</b><br>source=Amended and Rested Termination and Release#page1.tif<br>source=Amended and Rested Termination and Release#page2.tif<br>source=Amended and Rested Termination and Release#page3.tif<br>source=Amended and Rested Termination and Release#page4.tif |                    |

**AMENDED AND RESTATED TERMINATION AND RELEASE OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS AMENDED AND RESTATED TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Amended and Restated Release”), dated as of the date of the signature below, is made by **U.S. BANK NATIONAL ASSOCIATION**, as administrative agent (in such capacity, “Administrative Agent”) for itself and all of the other financial institutions party to the Loan Agreement identified below (“Secured Parties”), in favor of **ODYSSEY FOODS, LLC**, a Washington limited liability company (“Grantor”) with its principal place of business located at 2729 6th Ave S, STE 200, Seattle, Washington 98134.

**WHEREAS**, pursuant to that certain (i) Loan and Security Agreement dated April 1, 2019, by and between Administrative Agent and Grantor (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) and (ii) Intellectual Property Security Agreement dated as of April 1, 2019 by and between Administrative Agent and Grantor (the “IP Agreement”) and together with the Loan Agreement, the “Loan Documents”), Grantor granted to and in favor of Administrative Agent (for the benefit of itself and the Secured Parties) a lien on, security interest in, and right of set-off against any and all of Grantor’s right, title and interest in and to any and all Intellectual Property Collateral then owned or thereafter arising (the “Security Interest”), including, without limitation, the Trademarks listed on Schedule A attached hereto (and all proceeds thereof);

**WHEREAS**, the IP Agreement was recorded with the U.S. Patent and Trademark Office (“USPTO”) on April 2, 2019 at Reel No. 6606, Frame No. 0310, for the trademarks listed on Schedule A attached hereto;

**WHEREAS**, Administrative Agent executed a Termination and Release of Security Interest in Intellectual Property dated as of January 6, 2023 (the “Prior Release Effective Date”), which terminated the IP Agreement and released the Security Interest (the “Prior Release”);

**WHEREAS**, the Prior Release was recorded with the USPTO on February 23, 2023 at Reel No. 7981, Frame 841; and

**WHEREAS**, Grantor desires to execute and record this Amended and Restated Termination and Release, which amends, restates, supersedes, and replaces the Prior Release, and to record it with the USPTO.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Documents, as applicable.

**SECTION 2. Termination and Release.** As of the Prior Release Effective Date, Administrative Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Agreement;

(b) terminates, cancels, discharges, extinguishes, and releases the Security Interest, including, without limitation, the lien on, security interest in, and right of set-off against any and all of Grantor’s

*(Signature Page to Termination and Release of Security Interest in Intellectual Property)*

120548293.4 0073975-00015

**TRADEMARK  
REEL: 008217 FRAME: 0689**

right, title and interest in and to the Intellectual Property Collateral, including the Intellectual Property Collateral listed on Schedule A attached hereto, and any applications, registrations, and goodwill associated with the Intellectual Property Collateral; and

(c) authorizes the recordation of this Amended and Restated Release with the USPTO, at Grantor's expense.

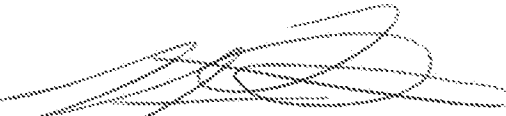
**SECTION 3. Further Assurances.** Administrative Agent agrees to execute, acknowledge, and deliver, at the request and sole cost and expense of Grantor, any further documents reasonably necessary to effect the release of the Security Interest, including, without limitation, the lien on, security interest in, and right of set-off against any and all of Grantor's right, title and interest in and to the Intellectual Property Collateral, including the Intellectual Property Collateral listed on Schedule A attached hereto, and any applications, registrations, and goodwill associated with the Intellectual Property Collateral.

**SECTION 4. Choice of Law.** This Amended and Restated Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

**SECTION 5. Electronic Signatures.** This Amended and Restated Release may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties.

**IN WITNESS WHEREOF,** Administrative Agent has caused this Amended and Restated Release to be duly executed as of the date first set forth above.




**U.S. BANK NATIONAL ASSOCIATION**

By:   
Name: Mark J. Hartling  
Title: Vice President  
Date: October 9, 2023

Address:

U.S. Bank  
U.S. Bancorp Center  
800 Nicollet Mall  
BC-MN-H22A  
Minneapolis, MN 55402-7020

SCHEDULE A  
**TRADEMARKS**

| OWNER   | SERIAL # | FILING DATE    | REGISTRATION # | REGISTRATION DATE | MARK  |
|---|----------|----------------|----------------|-------------------|---|
| ODYSSEY FOODS, LLC  | 86525857 | Feb. 05, 2015  | 5024942        | Aug. 23, 2016     |    |
| ODYSSEY FOODS, LLC  | 86291128 | May. 23, 2014  | 4678124        | Jan. 27, 2015     |    |
| ODYSSEY FOODS, LLC  | 78928239 | July. 12, 2006 | 3393384        | March 4, 2008     | TREASURE-A-P<br>EEL   |
| ODYSSEY FOODS, LLC  | 78695686 | Aug. 18, 2005  | 3132568        | Aug. 22, 2006     | ODYSSEY   |
| ODYSSEY FOODS, LLC  | 78695659 | Aug. 18, 2005  | 3129425        | Aug. 15, 2006     |   |
| ODYSSEY FOODS, LLC  | 75646875 | Feb. 16, 1999  | 2304343        | Dec. 28, 1999     |  |
| Orca Bay Seafoods, Inc.<br><br>(to be assigned to Odyssey Foods, LLC) | 86173517 | Jan. 23, 2014  | 4717765        | Apr. 07, 2015     | COMMON<br>SENSE<br>SEAFOOD  |
| Orca Bay Seafoods, Inc. (to be assigned to Odyssey Foods, LLC)        | 78275366 | Jul. 17, 2003  | 2918902        | Jan. 18, 2005     | PASSPRT<br>FOODS  |

| OWNER  | SERIAL # | FILING DATE   | REGISTRATION # | REGISTRATION DATE | MARK            |
|--|----------|---------------|----------------|-------------------|-----------------|
| <b>Orca Bay Seafoods, Inc.</b><br><br>(to be assigned to Odyssey Foods, LLC) | 75277489 | Apr. 18, 1997 | 2141043        | Mar. 03, 1998     | ORCA BAY        |
| <b>ORCA BAY SEAFOODS, INC.</b><br><br>(to be assigned to Odyssey Foods, LLC) | 75278819 | Apr. 21, 1997 | 2142800        | Mar. 10, 1998     | <b>ORCA BAY</b> |