

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844936

<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: 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2141043	ORCA BAY	
<b>Registration Number:</b>	2142800	ORCA BAY	
<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		
<b>SIGNATURE:</b>	/Joshua G. Gigger/		
<b>DATE SIGNED:</b>	10/10/2023		
<b>Total Attachments: 4</b>			
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**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)*

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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.

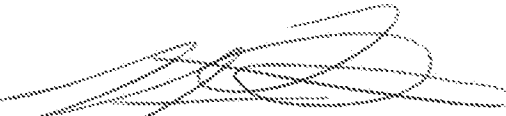
**SECTION 3. Further Assurances.** Administrative Agent agrees to execute, acknowledge, and deliver, at the request and sole cost and expense of Grantor, any further documents reasonably necessary to effect the release of the Security Interest, including, without limitation, the lien on, security interest 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. Hattling  
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 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.  (to be assigned to Odyssey Foods, LLC)	86173517	Jan. 23, 2014	4717765	Apr. 07, 2015	COMMON SENSE SEAFOOD
Orca Bay Seafoods, Inc. (to be assigned to Odyssey Foods, LLC)	78275366	Jul. 17, 2003	2918902	Jan. 18, 2005	PASSPRT FOODS

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