

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		01/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chefs' Toys, LLC		
Street Address:	18430 Pacific St.		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92708		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5188490	VALORA	
Registration Number:	5073365	CHEFS' TOYS	
Registration Number:	5077123	CHEFS' TOYS	
Registration Number:	3511960	CHEFS' TOYS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/22/2024		
Total Attachments: 4			
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**RELEASE OF SUPPLEMENT TO SECOND LIEN TRADEMARK
SECURITY AGREEMENT**

This **RELEASE OF SUPPLEMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “Release”), dated as of January 16, 2024, is made by ALTER DOMUS (US) LLC (“Alter Domus”), as administrative agent and collateral agent (as successor to Barclays Bank PLC, in such capacities, the “Agent”) in favor of CHEFS’ TOYS, LLC, a California limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement Supplement, dated as of April 27, 2018 (as amended by that certain Assignment of Supplement to Second Lien Trademark Security Agreement, dated as of February 1, 2021 and recorded with the USPTO on December 30, 2023 at Reel/Frame 008304/0855, collectively, the “Second Lien Trademark Security Agreement”) by and between the Grantor and Agent, concerning certain intellectual property set forth on Exhibit A hereto as Agent. Capitalized terms used herein but not otherwise defined shall have meanings specified in the Second Lien Trademark Security Agreement; and

WHEREAS, Agent has agreed to terminate the Second Lien Trademark Security Agreement and terminate and release the entirety of its security interest in all Trademark Collateral (as defined in the Second Lien Trademark Security Agreement), including all its liens on the trademarks of the Grantor identified on Exhibit A attached hereto and made a part hereof, and to reconvey any and all of its rights, title and interests in, to and under the Trademark Collateral to the Grantor.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged:

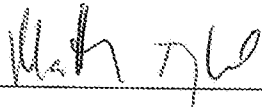
1. Release. The Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate, release and discharge its lien on and security interest in the Trademark Collateral granted pursuant to the Second Lien Trademark Security Agreement, and (b) discharge and reassign to Grantor any and all rights, title and interest it has (if any) in the Trademark Collateral (including all associated goodwill). The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Trademark Collateral. The Agent hereby represents and warrants that it has full authority to execute and deliver this Release.
2. Further Assurances. The Agent agrees to authenticate and deliver to the Grantor, at the expense of the Grantor, such other writings or records and make and do all such other and further acts or things, as the Grantor shall reasonably deem necessary or advisable to effectuate or better evidence the agreements and assignment contained in this Release.
3. Governing Law. This Release shall be governed by, and construed in accordance

with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

ALTER DOMUS (US) LLC,
as Agent

By: 

Name: Matthew Trybula

Title: Associate Counsel

[Signature Page to Release of Supplement to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 008323 FRAME: 0216

EXHIBIT A

TRADEMARKS

Trademark	Owner	App/Reg Date	Status	App/Reg. Number	Owned / Licensed
VALORA	Chefs' Toys LLC	4/18/2017	Registered	5,188,490	Owned
CHEFS' TOYS & Design	Chefs' Toys LLC	11/1/2016	Registered	5,073,365	Owned
CHEFS' TOYS	Chefs' Toys LLC	11/8/2016	Registered	5,077,123	Owned
CHEFS' TOYS	Chefs' Toys LLC	10/7/2008	Registered	3,511,960	Owned