

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI10113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., Toronto Branch, as administrative agent		01/31/2024	National Banking Association: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Global Food and Ingredients Inc.		
<b>Street Address:</b>	43 Colborne Street, Suite 400		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5E1E3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90164994	NORTH LILY	
<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>	4162162969		
<b>Email:</b>	rebecca.roque@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Ms. Rebecca Roque		
<b>Address Line 1:</b>	222 Bay Street, Suite 3000		
<b>Address Line 2:</b>	P.O. Box 53		
<b>Address Line 4:</b>	Toronto, CANADA M5K1E7		
<b>ATTORNEY DOCKET NUMBER:</b>	1001173708		
<b>NAME OF SUBMITTER:</b>	Rebecca Roque		
<b>SIGNATURE:</b>	Rebecca Roque		
<b>DATE SIGNED:</b>	02/07/2024		
<b>Total Attachments: 5</b>			
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February 6, 2024

**SUBMITTED ONLINE**

USPTO  
600 Dulany Street  
Alexandria, VA 22314

**Attn: Department of Assignment of Trademarks**

 **NORTON ROSE FULBRIGHT**

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP  
222 Bay Street, Suite 3000, P.O. Box 53  
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930  
**nortonrosefulbright.com**

**Rebecca Roque**  
+1 416.216.2969  
rebecca.roque@nortonrosefulbright.com

Our reference  
1001173708

Dear Sir/Madam:

**Release of Security Interest in Intellectual Property**

Pursuant to a Termination and Release of Security in Intellectual Property dated January 31, 2024 (see executed copy attached), JPMorgan Chase Bank, N.A., Toronto Branch, as administrative agent, **releases and discharges** its security interest in the trademarks of Global Food and Ingredients Inc., as Grantor listed on Schedule "A" attached hereto.

Please attend to the aforementioned release and provide us with confirmation of same at your earliest convenience.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

*Rebecca Roque*

Rebecca Roque  
Law Clerk

RR

Enclosures

CAN\_DMS: \148575345\1

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com

**TRADEMARK**

**REEL: 008339 FRAME: 0436**

**Schedule "A"**

<b>Current Owner/ Applicant</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Serial No.</b>
Global Food and Ingredients Inc.	NORTH LILLY	6915142	90164994
Global Food and Ingredients Inc.	GFI		90151828

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

**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Agreement") dated as of January 31, 2024, from JPMorgan Chase Bank, N.A., Toronto Branch, as administrative agent (the "Secured Party"), to Global Food and Ingredients Inc. and GFI Brands Inc. (collectively, the "Grantors").

WITNESSETH:

WHEREAS, each of the Grantors granted a security interest in favour of the Secured Party (the "Security Interest") in certain collateral, including the intellectual property and the registrations and applications therefore set forth in Schedule A hereto (the "Intellectual Property");

WHEREAS, the Security Interest in the Intellectual Property was recorded at the (i) Canadian Intellectual Property Office (**CIPO**) on November 15, 2021 as reference file no. 2048959, November 3, 2022 as reference file no. 2131647 and December 6, 2022 as reference file no. 1743565, with respect to the Canadian trademarks, and (ii) United States Patent and Trademark Office (**USPTO**) on September 27, 2021 as Reel/Frame no. 7432-0784 with respect to the United States trademarks; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property pursuant to the Security Interest, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Secured Party hereby agrees as follows:

1. Release of Security Interest. The Secured Party hereby terminates, cancels, releases and discharges its Security Interest in and lien upon the Intellectual Property, and any right, title or interest of the Secured Party in such Intellectual Property shall hereby terminate, cease and become void.
2. Authorization to Record. The Secured Party authorizes and requests that each of the CIPO and USPTO and any applicable government officer record this Agreement.
3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
4. Governing Law. This Agreement is made under and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

**JPMORGAN CHASE BANK, N.A., TORONTO  
BRANCH  
as Secured Party**



Per: \_\_\_\_\_

Name: Arsalan Warsi  
Title: Authorized Officer

**SCHEDULE A**

**Canadian Trademarks**

<b><u>Current Owner/ Applicant</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Application No.</u></b>
Global Food and Ingredients Inc.	OSCAR	N/A	2048959
Global Food and Ingredients Inc.	GFI & Design	N/A	2048960
Global Food and Ingredients Inc.	NORTH LILY	N/A	2050178
Global Food and Ingredients Inc.	FIVE PEAS	N/A	2131647
Global Food and Ingredients Inc.	FIVE PEAS IN LOVE	N/A	2131648
Global Food and Ingredients Inc.	Five Peas in Love Logo Design	N/A	2131699
GFI Brands Inc.	YoFiit	TMA963858	1743565
GFI Brands Inc.	QuinWow	TMA834412	1450633
GFI Brands Inc.	BENTILIA	TMA995587	1797763

**United States Trademarks**

<b><u>Current Owner/ Applicant</u></b>	<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>
Global Food and Ingredients Inc.	NORTH LILY	90164994
Global Food and Ingredients Inc.	GFI	90151828