

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM153639

<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>
Bank of Montreal		11/30/2023	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Totally Chocolate Inc.		
<b>Street Address:</b>	2025 Sweet Road		
<b>City:</b>	Blaine		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98230		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2561752	TOTALLY CHOCOLATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6137839690		
<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>	6137839644		
<b>Email:</b>	anna.clark@dentons.com		
<b>Correspondent Name:</b>	Ms. Anna Clark		
<b>Address Line 1:</b>	99 Bank Street		
<b>Address Line 2:</b>	Suite 1420		
<b>Address Line 4:</b>	Ottawa, CANADA K1P 1H4		
<b>ATTORNEY DOCKET NUMBER:</b>	512989-307		
<b>NAME OF SUBMITTER:</b>	Anna Clark		
<b>SIGNATURE:</b>	Anna Clark		
<b>DATE SIGNED:</b>	02/27/2024		
<b>Total Attachments: 4</b>			
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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release") dated as of November 30, 2023, made by BANK OF MONTREAL in its capacity as Lender (in such capacity, the "Lender"), is in favor of TOTALLY CHOCOLATE INC., a corporation organized and existing under the laws of Washington, formerly known as TOTALLY CHOCOLATE, LLC, a Washington limited liability company (the "Grantor"). All capitalized terms used by not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below).

**WHEREAS**, the Grantor is party to that certain Intellectual Property Security Agreement dated as of February 3, 2016 (the "Intellectual Property Security Agreement"), executed in favor of the Lender, granting the Lender a security interest in and lien on certain trademarks described therein (the "Collateral");

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on February 3, 2016 at Reel 5727, Frame 0228; and

**WHEREAS**, the Lender now desires to terminate the Intellectual Property Security Agreement and terminate, release and discharge its security interest in all Collateral including the United States registered trademarks and trademark applications set forth in Schedule A hereto (the "Trademark Collateral").

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

1. terminates the Intellectual Property Security Agreement and absolutely, unconditionally and irrevocably terminates, releases, cancels and discharges all pledges, grants, liens and security interests in the Grantor's right, title and interest in, to and under the Collateral under the Intellectual Property Security Agreement, including the Trademark Collateral identified in Schedule A hereto;
2. authorizes and requests that this Termination and Release be recorded at the USPTO; and
3. understands and agrees that this Termination and Release may be recorded by or for the Grantor, or its successors or assigns with the USPTO.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF WASHINGTON.

[Signature page follows this page.]

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

BANK OF MONTREAL, as Lender

By:   
Name: Kyle Redford  
Title: Managing Director

By: \_\_\_\_\_  
Name: Tony Chong  
Title: Director

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

BANK OF MONTREAL, as Lender

By: \_\_\_\_\_

Name: Kyle Redford  
Title: Managing Director

By: \_\_\_\_\_

Name: Tony Chong  
Title: Director

SCHEDULE A

**TRADEMARKS**

**Registered Marks**

- a. US Trademark registration #2561752, serial #76277776 (“TOTALLY CHOCOLATE” standard character mark) registered April 16, 2002, renewed September 30, 2022.