

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Bank N.A.	FORMERLY BMO Harris Bank N.A.	04/10/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	EMI Yoshi, LLC		
Street Address:	901 Hawkins Blvd		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79915		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	7098911	GLIMMERWARE	
Registration Number:	7281148	SQUARES	
Registration Number:	6548216	GREENABLES	
Registration Number:	3884615	EMI YOSHI	
Registration Number:	3884616	YOSHI	
Registration Number:	2654271	DELI MATE	
Registration Number:	2642810	PARTY TRAY LINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	+1(415)591-1000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	013757.00196		
NAME OF SUBMITTER:	MARK PARNABY		
SIGNATURE:	MARK PARNABY		

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DATE SIGNED:	04/12/2024
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 10, 2024 (the “Effective Date”), is made by BMO Bank N.A. (f/k/a BMO Harris Bank N.A.), as administrative agent (in such capacity, the “Agent”) in favor of EMI Yoshi, LLC (f/k/a EMI Yoshi, Inc.) (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Guaranty and Security Agreement by and among the Agent, and certain other parties, dated as of October 14, 2020 (as supplemented by that certain Joinder Agreement, dated as of May 25, 2023 by and among the Grantor and the Agent, and as may have been further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), the Grantor executed and delivered a Trademark Security Agreement, dated as of May 25, 2023 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on May 25, 2023 at reel 8084, frame 0243, the Grantor granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the USPTO, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world; but excluding intent-to-use Trademark applications to the extent set forth therein (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantor has requested the Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the United States Patent and Trademark Office.

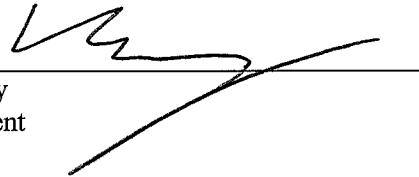
Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.


BMO BANK N.A., as Agent

By: _____
Name: Patrick Roy
Title: Vice President

A handwritten signature in black ink, appearing to be 'Patrick Roy', written over a horizontal line. The signature is stylized and extends to the right of the line.

SCHEDULE I

Trademarks

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Legal Owner
GLIMMERWARE	97424583 23-MAY- 2022	7098911 4-JULY-2023	8	EMI YOSHI, LLC
SQUARES	90747902 01-JUN-2021	7281148 16-JAN-2024	21	EMI YOSHI, LLC
GREENABLES	88570593 07-AUG-2019	6548216 02-NOV-2021	8	EMI YOSHI, LLC
EMI YOSHI	76699906 16-OCT-2009	3884615 07-DEC-2010	8 21	EMI YOSHI, LLC
YOSHI	76699907 16-OCT-2009	3884616 07-DEC-2010	8 21	EMI YOSHI, LLC
DELI MATE	76364026 29-JAN-2002	2654271 26-NOV-2002	21	EMI YOSHI, LLC
PARTY TRAY LINE and design 	76364641 29-JAN-2002	2642810 29-OCT-2002	21	EMI YOSHI, LLC