

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Wholesale Grocers, Inc.		05/01/2024	Corporation: KANSAS
RECEIVING PARTY DATA			
Company Name:	Indiana Grocery Group, LLC		
Street Address:	2244 45th Street		
City:	Highland		
State/Country:	INDIANA		
Postal Code:	46322		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2847938	PAYLOW	
Registration Number:	1758908	ULTRA FOODS	
Registration Number:	1288324	ULTRA WAREHOUSE FOODS	
Registration Number:	5336315	INDIANA MADE	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	7043734640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-2069		
NAME OF SUBMITTER:	Betty Smith		
SIGNATURE:	Betty Smith		
DATE SIGNED:	05/03/2024		
Total Attachments: 3			

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Termination and Release”) is granted as of May 1, 2024 by ASSOCIATED WHOLESALE GROCERS, INC., a Kansas corporation (“Lender” or “AWG”), in favor of INDIANA GROCERY GROUP, LLC, a Delaware limited liability company (“Company”).

WHEREAS, pursuant to the Security Agreement, dated as of August 3, 2017, between Company and AWG (as amended, the “Security Agreement”), Company granted to AWG a security interest in certain collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 3, 2017 (the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement), Company, with reference to the Security Agreement, reaffirmed its grant of a security interest to AWG specifically in certain Trademarks as described more fully therein (the “IP Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (“USPTO”) on or about August 17, 2017 at Reel 006133, Frame 0806;

WHEREAS, Company has requested that AWG, and AWG has agreed to, hereby terminate, release and discharge fully its security interests in and liens on the IP Collateral, as more fully identified in Schedule A attached hereto; and

WHEREAS, Company has requested that AWG, and AWG has agreed to, provide a document suitable for recording in the USPTO to evidence the release of AWG’s security interests in and liens on the IP Collateral as herein provided.

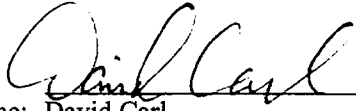
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AWG hereby:

1. (a) terminates the Trademark Security Agreement, and (b) releases, terminates, cancels, and discharges all of its liens and security interests on the IP Collateral, including the IP Collateral identified in Schedule A hereto and including on the goodwill connected with the use thereof and symbolized by such IP Collateral;
2. reassigns, transfers and conveys to Company any interest, title and rights AWG has to and in all of the foregoing, including any lien and security interest thereof; and
3. authorizes and requests that this Termination and Release be recorded at the USPTO. AWG agrees to take all further actions, and provide to Company all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Company, to more fully and effectively effectuate the purposes of this Termination and Release.

(signature page follows)

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


ASSOCIATED WHOLESALE GROCERS, INC.

By: 
Name: David Carl
Title: Senior Vice President

SCHEDULE A

IP Collateral

Registered Trademarks

Trademark	Country (State)	Application Number	Application Date	Registration Number	Registration Date	Owner
PAYLOW	United States	76200279	1/26/2001	2847938	6/1/2004	Indiana Grocery Group, LLC
ULTRA FOODS	United States	74214838	10/23/1991	1758908	3/16/1993	Indiana Grocery Group, LLC
ULTRA WAREHOUSE FOODS	United States	73384545	9/10/1982	1288324	7/31/1984	Indiana Grocery Group, LLC
INDIANA  MADE	United States	87078530	6/21/2016	5336315	11/14/2017	Indiana Grocery Group, LLC

State Trademarks

Trademark	Country (State)	Registration Number	Registration Date	Owner
ULTRA FOODS	(Illinois)	82351	7/14/1998	Indiana Grocery Group, LLC
	(Indiana)	50100942	9/18/1991	Indiana Grocery Group, LLC
ULTRA WAREHOUSE FOODS	(Indiana)	50094073	8/10/1981	Indiana Grocery Group, LLC
KEY VALUE	(Indiana)	50090915	5/24/1976	Indiana Grocery Group, LLC