

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5446780

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS	
CONVEYING PARTY DATA		
Name		Execution Date
CORTLAND CAPITAL MARKET SERVICES LLC, AS AGENT		03/25/2019
RECEIVING PARTY DATA		
Name:	EDIBLE IP, LLC F/K/A EDIBLE ARRANGEMENTS, LLC	
Street Address:	980 HAMMOND DRIVE	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30328	
PROPERTY NUMBERS Total: 38		
Property Type	Number	
Patent Number:	7052059	
Patent Number:	7568414	
Patent Number:	8495941	
Patent Number:	8460000	
Patent Number:	8474616	
Patent Number:	9375858	
Patent Number:	8397943	
Patent Number:	8555763	
Patent Number:	D718618	
Patent Number:	D692278	
Patent Number:	D695570	
Patent Number:	D682365	
Patent Number:	D682366	
Patent Number:	D676290	
Patent Number:	D695487	
Patent Number:	D711198	
Patent Number:	D675889	
Patent Number:	D675888	
Patent Number:	8991328	
Patent Number:	D738723	

PATENT

Property Type	Number
Patent Number:	D717129
Patent Number:	D722889
Patent Number:	D725443
Patent Number:	D725974
Patent Number:	D725973
Patent Number:	D725444
Patent Number:	D728323
Patent Number:	D757394
Patent Number:	D770911
Application Number:	14548279
Application Number:	14661554
Application Number:	29551677
Application Number:	62316738
Application Number:	29573366
Application Number:	29573368
Application Number:	29573370
Application Number:	15239001
Application Number:	29577147

CORRESPONDENCE DATA

Fax Number: (704)331-1159

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Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	410643.000306
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/John Slaughter/
DATE SIGNED:	03/28/2019

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of March 25, 2019 (“Release”), is made by Cortland Capital Market Services LLC, as Agent (“Agent”), in favor of Edible IP, LLC (f/k/a/ Edible Arrangements, LLC), a Connecticut limited liability company (“Grantor”).

WHEREAS, pursuant to the Guarantee and Security Agreement dated as of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, Agent, and others party thereto and the Patent Security Agreement dated as April 13, 2017 (“Patent Security Agreement”) by and among the Grantor and Agent, Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the Patent Collateral; and

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 27, 2017 at Reel 042158 Frame 0059.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Patent Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

- (a) terminates the Patent Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in, to, and under the Patent Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Further Assurances. Agent, at Grantor’s expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Patent Collateral, Agent will, at Grantor’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Agent:

Cortland Capital Market Services LLC, as Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

Schedule A

PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
Edible Arrangements, LLC	FRUIT SKEWER	7,052,059	5/30/2006
Edible Arrangements, LLC	MELON WEDGER	7,568,414	8/4/2009
Edible Arrangements, LLC	SECTIONING DEVICE AND METHOD OF USE	8,495,941	7/30/2013
Edible Arrangements, LLC	COMPUTER IMPLEMENTED METHOD FOR FACILITATING PROSCRIBED BUSINESS OPERATIONS	8,460,000	6/11/2013
Edible Arrangements, LLC	SUPPORT FOR FOOD PRODUCT ARRANGEMENT AND METHOD FOR ASSEMBLING ARRANGEMENT	8,474,616	7/2/2013
Edible Arrangements, LLC	METHOD AND DEVICE FOR REMOVING RINDS FROM A FOOD ITEM	9,375,858	6/28/2016
Edible Arrangements, LLC	APPARATUS FOR CONTAINING GOODS	8,397,943	3/19/2013
Edible Arrangements, LLC	SECTIONING DEVICE AND METHOD OF USE	8,555,763	10/15/2013
Edible Arrangements, LLC	PYRAMID BOX BLANK	D718,618	12/2/2014
Edible Arrangements, LLC	CONTAINER	D692,278	10/29/2013
Edible Arrangements, LLC	CONTAINER	D695,570	12/17/2013
Edible Arrangements, LLC	PLUSH TOY	D682,365	5/14/2013
Edible Arrangements, LLC	PLUSH TOY	D682,366	5/14/2013
Edible Arrangements, LLC	FRUIT CUTTER	D676,290	2/19/2013
Edible Arrangements, LLC	CUPCAKE SHAPED FRUIT DESSERT	D695,487	12/17/2013
Edible Arrangements, LLC	FRUIT CUTTER	D711,198	8/19/2014

Name of Grantor	Patent Description	Patent Number	Issue Date
Edible Arrangements, LLC	FRUIT CUTTER	D675,889	2/12/2013
Edible Arrangements, LLC	FRUIT CUTTER	D675,888	2/12/2013
Edible Arrangements, LLC	MULTI-DIPPING STATION	8,991,328	3/31/2015
Edible Arrangements, LLC	OCTAGONAL BOX	D738,723	9/15/2015
Edible Arrangements, LLC	SKEWER	D717,129	11/11/2014
Edible Arrangements, LLC	CONTAINER	D722,889	2/24/2015
Edible Arrangements, LLC	FRUIT CUTTER	D725,443	3/31/2015
Edible Arrangements, LLC	FRUIT CUTTER	D725,974	4/7/2015
Edible Arrangements, LLC	FRUIT CUTTER	D725,973	4/7/2015
Edible Arrangements, LLC	FRUIT CUTTER	D725,444	3/31/2015
Edible Arrangements, LLC	FRUIT CUTTER	D728,323	5/5/2015
Edible Arrangements, LLC	FRUIT ARRANGEMENT	D757,394	5/31/2016
Edible Arrangements, LLC	PACKAGING BERRY BOX	D770911	11/8/2016

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Edible Arrangements, LLC	FRUIT ARRANGEMENT	11/19/2014	14/548,279
Edible Arrangements, LLC	ARRANGEMENT CONTAINER SYSTEM	3/18/2015	14/661,554
Edible Arrangements, LLC	CHRISTMAS TREE FRUIT BOUQUET	1/15/2016	29/551,677
Edible Arrangements, LLC	HYBRID SKEWER	4/1/2016	62/316,738
Edible Arrangements, LLC	CHRISTMAS TREE FRUIT BOUQUET	7/15/2016	CA 169517
Edible Arrangements, LLC	SHAREABLE APPLE BOX	8/4/2016	29/573,366
Edible Arrangements, LLC	SHAREABLE APPLE WEDGES	8/4/2016	29/573,368

Edible Arrangements, LLC	SHAREABLE APPLE CONTAINER	8/4/2016	29/573,370
Edible Arrangements, LLC	GIFT PACKAGE FOR SHARABLE APPLE BOX	8/16/2016	CA 2,938,987
Edible Arrangements, LLC	GIFT PACKAGE FOR SHARABLE APPLE BOX	8/17/2016	15/239,001
Edible Arrangements, LLC	GIFT PACKAGE FOR SHARABLE APPLE BOX	8/18/2016	CN 201610685794.9
Edible Arrangements, LLC	EDIBLE CAKES	9/9/2016	29/577,147