

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7709521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF MONTREAL	12/21/2022
RECEIVING PARTY DATA	
Name:	MASTRONARDI PRODUCE-USA, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	BRUSHCO FARMS, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MAROA FARMS, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	PEPPERCO-USA, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MASTRONARDI TRANSPORT, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MASTAR SUPPLY CHAIN & LOGISTICS, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO

State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MASTAR INTELLECTUAL PROPERTY HOLDING COMPANY
Street Address:	28700 PLYMOUTH ROAD
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48150
Name:	MASTRONARDI PRODUCE INTERNATIONAL, LLC
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MASTRONARDI INTERNATIONAL LIMITED
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MASTRONARDI PRODUCE MEXICO, LLC
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	BACKYARD FARMS, LLC
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	GREEN EMPIRE FARMS, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	MASTRONARDI-USA DISTRIBUTION SERVICES, INC.
Street Address:	2100 ROAD 4 EAST
City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5
Name:	FLAVORCO-USA, INC.
Street Address:	2100 ROAD 4 EAST

City:	KINGSVILLE, ONTARIO
State/Country:	CANADA
Postal Code:	N9Y 2E5

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D664442
Patent Number:	D758203

CORRESPONDENCE DATA

Fax Number: (202)956-7069

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.

Phone: 2029567685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: RITA M. CARRIER

Address Line 1: 1700 NEW YORK AVENUE, N.W., SUITE 700

Address Line 2: SULLIVAN & CROMWELL LLP

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	020838.00058 (RMC)
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NAME OF SUBMITTER:	RITA M. CARRIER
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SIGNATURE:	/Rita M. Carrier/
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DATE SIGNED:	12/22/2022
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Total Attachments: 4

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**NOTICE OF TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN
PATENTS**

Dated as of December 21, 2022

This NOTICE OF TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS ("Release") is made by **BANK OF MONTREAL**, as Administrative Agent ("Administrative Agent") having an office located at 250 Yonge Street, 11th floor, Toronto, ON M5B 2L7, in favor of **MASTRONARDI PRODUCE-USA, INC.**, a Michigan corporation ("MP USA"), **BRUSHCO FARMS, INC.**, a Colorado corporation ("Brushco"), **MAROA FARMS, INC.**, an Illinois corporation ("Maroa"), **PEPPERCO-USA, INC.**, a Michigan corporation ("PepperCo"), **MASTRONARDI TRANSPORT, INC.**, a Michigan corporation ("Mastronardi Transport"), **MASTAR SUPPLY CHAIN & LOGISTICS, INC.**, a Michigan corporation ("Mastar"), **MASTAR INTELLECTUAL PROPERTY HOLDING COMPANY**, a Michigan corporation ("Mastar IP"), **MASTRONARDI PRODUCE INTERNATIONAL, LLC**, a Delaware limited liability company ("MPI"), **MASTRONARDI INTERNATIONAL LIMITED**, a Michigan corporation ("MIL"), **MASTRONARDI PRODUCE MEXICO, LLC**, a Delaware limited liability company ("MP Mexico"), **BACKYARD FARMS LLC**, a Delaware limited liability company ("Backyard"), **GREEN EMPIRE FARMS, INC.**, a New York corporation ("Green Empire"), **MASTRONARDI-USA DISTRIBUTION SERVICES, INC.**, a Michigan Corporation ("M-USA Distribution"), and **FLAVORCO-USA, INC.**, a Michigan corporation ("Flavorco") and, together with MP USA, Brushco, Maroa, PepperCo, Mastronardi Transport, Mastar, Mastar IP, MPI, MIL, MP Mexico, Backyard, Green Empire, and M-USA Distribution, the "Grantors" and each a "Grantor").

W I T N E S S E T H:

WHEREAS, reference is made to the U.S. Security and Pledge Agreement dated as of May 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") among the Grantors, the other grantors party thereto and the Administrative Agent for the Secured Parties referenced therein, pursuant to which the Grantors granted a security interest in and lien upon the patents and patent applications listed on Schedule 1 attached hereto (the "Patent Collateral") to the Administrative Agent for the ratable benefit of the Secured Parties; and

WHEREAS, in furtherance of the Agreement, the Grantors and the Administrative Agent entered into that certain Notice of Grant of Security Interest in Patents dated as of May 1, 2018 (the "Patent Notice"), which was which was duly recorded on July 17, 2018, at Reel/Frame 046375/0224 in the Patent Division of the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without representation or warranty, hereby terminates, cancels, discharges and releases its security interest in and lien upon the Patent Collateral and any right, title and interest of the Administrative Agent in the Patent Collateral shall hereby cease and become void. The Administrative Agent hereby re-transfers, re-conveys and re-assigns to the Grantor any right, title or interest it may have acquired in or to any of the Patent Collateral. The Administrative Agent, without representation or warranty, hereby terminates and cancels the Patent Notice.

The Administrative Agent authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Release. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

The Administrative Agent hereby agrees, at the Grantor's sole cost and expense, to deliver such other documents and do such further acts as the Grantor may reasonably request in order to confirm the termination and release of the security interest contemplated by this Release.

Capitalized terms used but not otherwise defined in this Release shall have the meanings given to such terms or given to such terms by reference in the Agreement or the Patent Notice, as applicable.

[Signature page follows.]

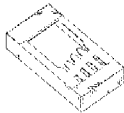
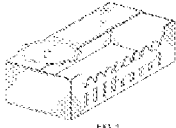
IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its authorized officer as of the date first written above.

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Agha Husnain Raza
Title: Director - Asset Based Lending

SCHEDULE 1

PATENTS

Title App No./Reg No	Design/Device	Country/ Jurisdiction	Status/ Status Date	Owner/Company
Container Pat: D664,442 App: 29/369,040	 FIG. 1	United States	Patented July 31, 2012	Backyard Farms, LLC
Container Pat: D758,203 App: 29/508,941	 FIG. 1	United States	Patented June 7, 2016	Backyard Farms, LLC