

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CITIZENS BANK, N.A.		04/20/2017	National Banking Association: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GARBER BROS., INC.		
<b>Street Address:</b>	1 Kay Way Rte 139		
<b>City:</b>	Stoughton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02072		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3882286	BEANTOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8605279211		
<b>Email:</b>	alixyaleristas@gmail.com		
<b>Correspondent Name:</b>	NANCY KENNEDY		
<b>Address Line 1:</b>	750 MAIN ST		
<b>Address Line 2:</b>	ALIX, YALE & RISTAS, LLP		
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	JPOLEP/M600		
<b>NAME OF SUBMITTER:</b>	NANCY KENNEDY		
<b>SIGNATURE:</b>	/NANCY KENNEDY/		
<b>DATE SIGNED:</b>	05/24/2017		
<b>Total Attachments: 3</b>			
source=170420 Release of Security Interest#page1.tif			
source=170420 Release of Security Interest#page2.tif			

CH \$40.00 3882286



**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS** (this "*Termination and Release*") is granted as of April 20, 2017 by CITIZENS BANK, N.A. as Administrative Agent (the "*Grantee*") in favor of GARBER BROS., INC., a Massachusetts corporation (the "*Grantor*").

WHEREAS, the Grantor executed and delivered: (a) that Collateral Trademark Assignment dated as of June 3, 2003 (as amended, modified or supplemented prior to the date hereof, the "*2003 Grant*"); and (b) that certain Patent and Trademark Security Agreement dated as of January 5, 2017 (as amended, modified or supplemented prior to the date hereof, the "*2017 Grant*" and collectively with the 2003 Grant, the "*Grants*"); granting the Grantee a continuing security interest in the following: (i) all of the Grantor's right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto and any reissues, renewals, continuations and extensions thereof (collectively, the "*Trademarks*"), (ii) all Proceeds and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

WHEREAS, the 2003 Grant was recorded in the Assignment Division of the United States Patent and Trademark Office ("*USPTO*") on June 22, 2003, at Reel 2758, Frame 0949;

WHEREAS, the 2017 Grant was recorded the USPTO on January 6, 2017, at Reel 5960, Frame 0261;

WHEREAS, the Grantor has requested that the Grantee hereby terminate, release and discharge fully its continuing security interest described in the Grants as herein provided; and

WHEREAS, the Grantor has requested that the Grantee provide a document suitable for recording in the USPTO to evidence the release of its continuing security interest as herein provided.

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

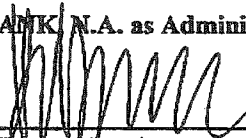
1. terminates the Grants and releases, terminates and discharges its continuing security interest with respect to Grantor and its successors and assigns as described in the Grants, including as applicable to those Trademarks identified in Schedule A attached hereto and all goodwill associated therewith; and
2. authorizes and requests that this Termination and Release be recorded at the USPTO by Grantor.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY APPLICABLE LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

[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.

GRANTEE:  
CITIZENS BANK, N.A. as Administrative Agent.

By:   
Name: Edward Jennings  
Title: Vice President

SCHEDULE A  
TO  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

**TRADEMARKS**

Trademark	Serial Number	Registration Number	Expiration Date
BEANTOWN	77853012	3882286	November 30, 2010
BEANTOWN COFFEE	75141122	2119209	December 9, 1997
BEANTOWN COFFEE (with design)	75140924	2543648	March 5, 2002