

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, NA		12/24/2019	Corporation:
RECEIVING PARTY DATA			
Name:	City Wholesale, Inc.		
Street Address:	1819 FIFTH AVENUE		
City:	NORTHBIRMINGHAM		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1688255		
CORRESPONDENCE DATA			
Fax Number:	2057766543		
<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:	2058747959		
Email:	jgilmore@gattorney.com		
Correspondent Name:	Jason E. Gilmore, Esq.		
Address Line 1:	600 University Park Place, Ste 100		
Address Line 4:	Birmingham, ALABAMA 35209		
NAME OF SUBMITTER:	Lisa Burrows		
SIGNATURE:	/LisaBurrows/		
DATE SIGNED:	12/24/2019		
Total Attachments: 4			
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OP \$40.00 1688255

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of September 1, 2016 and granted by **WELLS FARGO BANK**, as successor to Wachovia Bank, as successor to SouthTrust Bank, an Alabama banking corporation and successor by merger to SouthTrust Bank, National Association, and their successors and assigns, as Assignee under that certain Collateral Pledge Trademark, Copyright and License Assignment referred to below (the "Assignee/Grantee") in favor of **CITY WHOLESALE, INC.**, an Alabama corporation as successor by merger to City Wholesale Grocery Company, Inc. (the "Assignor/Grantor"); and

WHEREAS, pursuant to that certain Collateral Pledge Trademark, Copyright and License Assignment dated March 19, 2001, between SouthTrust Bank, an Alabama banking corporation as successor by merger to SouthTrust Bank, National Association and City Wholesale, Inc. (the "Collateral Pledge"), Assignor/Grantor granted to Assignee/Grantee the collateral assignment of that certain Trademark Collateral (as defined below) and as described on Schedule 1;

WHEREAS, pursuant to the Collateral Pledge, Assignor/Grantor pledged and granted to the Assignee/Grantee for the ratable benefit of the Assignee/Grantee a security interest in and to all of the right, title and interest of such Assignor/Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Collateral Pledge was recorded with the United States Patent and Trademark Office at Reel: 002808 Frame 0516 on March 10, 2004;

WHEREAS, the debt originally secured by the Collateral Pledge has been paid in full; and

WHEREAS, the Assignor/Grantor has requested that the Assignee/Grantee enter into this Release in order to effectuate, evidence and record the release and reassignment to the Assignor/Grantor any and all right, title and interest the Assignee/Grantee may have in the Trademark Collateral pursuant to the Collateral Pledge.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee/Grantee hereby states as follows:

1. Release of Security Interest. Assignee/Grantee, on behalf of itself and its predecessors, successors, and assigns, hereby terminates the Collateral Pledge and terminates, releases and discharges any and all security interests that it has pursuant to the Collateral Pledge in the Trademark Collateral, and reassigns to City Wholesale, Inc., and its successors and/or assigns, any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Assignor/Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Assignor/Grantor has granted or is granted a license or other right to use any Trademarks, including the agreements set forth in Schedule 1 hereto;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(f) any and all right title and interest of Assignee/Grantee in the Trademark Collateral as a result of the Collateral Pledge.

2. Further Assurances. Assignee/Grantee agrees to take all further actions, and provide to the Assignor/Grantor and its successors and assigns all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Assignor/Grantor and its successors and assigns may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

IN WITNESS WHEREOF, Assignee/Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK

BY: [Signature]
Print: Sandra Peterson
Title: Assistant Vice President

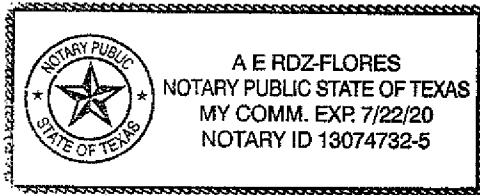
STATE OF TEXAS

COUNTY OF BEXAR

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Sandra Peterson, whose name as Assistant Vice President of Wells Fargo Bank, is signed to the foregoing Release and who is known to me, acknowledged before me on this day that he, in said capacity and with full authority, executed the same voluntarily for and as the act of said Wells Fargo Bank.

Given under my hand and official seal this 24 day of Dec 2019.

[SEAL]



A.E.Rdz-Flores
NOTARY PUBLIC
My Commission Expires: 7/22/20

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Cigar Pete	AL	1688255	5/19/1992	City Wholesale, Inc.