## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM637441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		04/05/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Sweet Holdings LLC
Street Address:	515 Cannon Industrial Boulevard
City:	Cannon Falls
State/Country:	MINNESOTA
Postal Code:	55009
Entity Type:	Limited Liability Company: DELAWARE
Name:	Natural American Foods, Inc.
Street Address:	515 Cannon Industrial Boulevard
City:	Cannon Falls
State/Country:	MINNESOTA
Postal Code:	55009
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4466384	MEL-O HONEY
Registration Number:	3065134	JOHN MOUNTAIN
Registration Number:	2187832	
Registration Number:	3907823	GROEB FARMS INC.
Registration Number:	3907825	GROEB FARMS, INC.
Registration Number:	5152807	BUZZ + BLOOM

#### **CORRESPONDENCE DATA**

Fax Number: 6172484000

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: 617-248-5000

Email: tmadmin@choate.com

TRADEMARK

900607669 REEL: 007248 FRAME: 0087 Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013546-0006
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel I. scales/
DATE SIGNED:	04/07/2021

### **Total Attachments: 4**

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TRADEMARK REEL: 007248 FRAME: 0088

# RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of April 5, 2021 (this "Release"), is made by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, acting in its capacity as agent for the Secured Parties (in such capacity, the "Agent") under that certain Guaranty and Security Agreement, dated as of June 23, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among SWEET HOLDINGS LLC, a Delaware limited liability company and NATURAL AMERICAN FOODS, INC., a Delaware corporation (collectively, the "Grantors" and each individually, the "Grantor") and the Agent. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Trademark Security Agreement (defined below), as applicable.

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement, Agent holds a lien against the intellectual property rights owned by the Grantors;

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement dated as of June 23, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") which was recorded in the records of the United States Patent and Trademark Office on June 23, 2017 at reel 6090, frame 0635, each Grantor granted to the Agent, for the benefit of the Secured Parties, a Security Interest in, all of such Grantor's right, title and interest in and to its owned or thereafter acquired or arising Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, the Secured Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of April 5, 2021 by and among the Grantors, the other signatories party thereto and the Agent, the Grantors have requested that the Agent, and the Agent has agreed to, among other things, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and the Guaranty and Security Agreement, (b) the reassignment to the Grantors of any and all right, title and interest that the Agent and the Lenders may have in the Trademark Collateral, and (c) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and for the benefit of and on behalf of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Security Interest created under the Guaranty and Security Agreement and Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish, in its entirety, for the benefit of the Grantors, and their successors and assigns, its Security Interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it

TRADEMARK REEL: 007248 FRAME: 0089 has in and the Security Interest granted to the Agent in the Trademark Collateral, and (d) reassigns, grants and conveys to the Grantors any and all such right, title and interest that it may have in the applicable Trademark Collateral of the Grantors (including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto). The Agent agrees, or authorizes the Grantors (or its designees) on its and the Secured Parties' behalf, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantors or as otherwise reasonably necessary to evidence the release and termination of the Agent's security interests in the Trademark Collateral, and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of Agent's rights under the Trademark Security Agreement and the Guaranty and Security Agreement, with respect to the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK REEL: 007248 FRAME: 0090 IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: \_\_\_\_\_\_\_ Name: Jon Kirschmeier

Title: Associate Counsel

# **SCHEDULE I**

#### TRADEMARK REGISTRATIONS:

Grantor	Mark	Registration No.	Reg Date	
Sweet Holdings LLC	MEL-O HONEY	4466384	1/14/2014	
Sweet Holdings LLC	JOHN MOUNTAIN	3065134	3/7/2006	
Sweet Holdings LLC	[Design Only]	2187832	9/8/1998	
Natural American Foods, Inc.	Groeb Farms, Inc.	3907823	1/18/2011	
Natural American Foods, Inc.	Groeb Farms, Inc.	3907825	1/18/2011	
Natural American Foods, Inc.	BUZZ + BLOOM	5152807	2/28/2017	

#### TRADEMARK APPLICATIONS:

Grantor	Mark	Application No.	Application Date
Natural American Foods, Inc.	Natural American Foods	86949147	3/22/2016

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**RECORDED: 04/07/2021**