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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM676237

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PLEXUS FUND IV-A, L.P.		09/22/2021	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	RICE'S HONEY, LLC
Street Address:	3331 WEST 29TH STREET
City:	GREELEY
State/Country:	COLORADO
Postal Code:	80631
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4931414	RICE FAMILY HONEY
Registration Number:	4907979	L.R. RICE

### **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

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:** 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.412
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/23/2021

### **Total Attachments: 3**

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# RELEASE OF SECURITY AGREEMENT COVERING INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY AGREEMENT COVERING INTELLECTUAL PROPERTY (this "Release") is made effective as of September 22, 2021, by Plexus Fund IV-A, L.P., a Delaware limited partnership, in its capacity as administrative agent for itself and the other Lenders (collectively, the "Lender"), in favor of Rice's Honey, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, Lender, the Grantor, and certain other borrowers have entered into (i) that certain Security and Pledge Agreement, dated as of July 7, 2017 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Credit Agreement, dated as of July 7, 2017 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks, dated as of July 7, 2017, by and between the Grantor and Lender (the "<u>Plexus Security Agreement</u>"), the Grantor granted to Lender to secure its obligations under the Security Agreement, a security interest in all right, title and interest of the Grantor in and to certain intellectual property;

WHEREAS, the Plexus Security Agreement was recorded at the USPTO at Reel 006104 Frame 0153 on July 13, 2017; and

WHEREAS, the Grantor has satisfied the terms of the Plexus Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, in receipt of One Dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lender agrees as follows.

- 1. This Release of Security Interest is effective September 22, 2021.
- 2. Lender, without representation, warranty or recourse, terminates the Plexus Security Agreement and releases and terminates all security interests and other rights granted or pledged in all "Collateral" identified in the Credit Agreement and the Security Agreement, including, without limitation, any inventions, patents, patent applications, trademarks, trademark registrations, works, copyrights, and copyright registrations, including, without limitation, the properties identified in Attachment A of this Release, and including without limitation all rights and security interests in any proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, which security interests and other rights were granted under the Credit Agreement and the Security Agreement.

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3. Lender has caused this Release to be fully executed by a person duly authorized to sign on its behalf. Dated:

September 22, 2021

PLEXUS FUND IV-A, L.P., as Administrative Agent

By:

By:

By:

Name:

Name:

Name:

Plexus Fund IV GP I, LLC

Its:

Michael Becker

Title:

Partner

# **EXHIBIT "A"**

# **TRADEMARKS**

<u>Mark</u>	Owner	Registration #	Registration Date
RICE FAMILY HONEY	Rice's Honey, LLC	4931414	April 5, 2016
L.R. RICE	Rice's Honey, LLC	4907979	March 1, 2016

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RECORDED: 09/23/2021