

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/30/2021	Association: DELAWARE
RECEIVING PARTY DATA			
Name:	Thorntons LLC		
Street Address:	2600 James Thornton Way		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4209651	FROSTICK	
Registration Number:	4285650	FIZZFREEZ	
Registration Number:	4467614	EREV XCELLERATE	
Registration Number:	4650389	REFRESHING REWARDS	
Registration Number:	3940651	FREQUENCY REWARDS	
Registration Number:	4779317	SWIPE & SCORE SWEEPSTAKES	
Registration Number:	5017293	SWIPE TO SAVE	
Registration Number:	5088387	UNLEADED15	
Registration Number:	5143427	UNLEADED15	
Registration Number:	5215480	UNLEADED15	
Registration Number:	2765249	T	
Registration Number:	5324962	REAL KITCHEN. REAL FOOD.	
Registration Number:	1258180	THORNTONS	
Registration Number:	2848595	FUNDWORKS	
Registration Number:	2917303	THORNTONS	
Registration Number:	2989206	THORNTONS FLEETWORKS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 4209651

TRADEMARK

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1495544 TM
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NAME OF SUBMITTER:	Adalia Wu
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SIGNATURE:	/Adalia Wu/
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DATE SIGNED:	10/07/2021
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Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 30, 2021 (this “Release”), is made by Bank of America, N.A., in such capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of Thorntons LLC (f/k/a Thorntons Inc.), a Delaware limited liability corporation (the “Grantor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor entered into that certain Security Agreement dated as of February 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered the Trademark Security Agreement, dated as of February 11, 2019 (the “Trademark Security Agreement”), in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office on February 25, 2019 at Reel 6569, Frame 0734;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the termination and release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby releases, cancels and terminates in its entirety its Lien on and security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Grantor, and re-assigns, re-transfers and re-conveys to the Grantor, any and all right, title and interest it may have in, to or under the Trademark Collateral.

The Collateral Agent agrees to take all further actions, and provide to the Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Termination and Release.

This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by

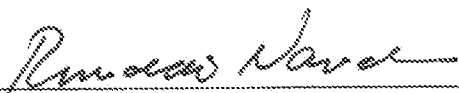
facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Release. The words “execution,” “signed,” “signature,” and words of similar import in this Release or any notice, certificate, document, agreement or instrument in respect thereof shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000, the Electronic Signatures and Records Act of 1999, or any other similar state Laws based on the Uniform Electronic Transactions Act.

THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

BANK OF AMERICA N.A.,
as Administrative Agent

By: 
Name: Ronaldo Naval
Title: Vice President


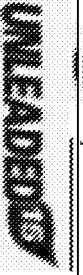

[Signature Page to Release of Security Interest in Trademarks]


TRADEMARK
REEL: 007446 FRAME: 0312

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Trademarks:

Country	Mark	Owner	App. No.	File Date	Reg. No.	Reg. Date
USA	FROSTICK	Thorntons LLC (f/k/a Thorntons Inc.	85541950	2/14/12	4209651	9/18/12
USA	FIZZFREEZ	Thorntons LLC (f/k/a Thorntons Inc.	85645450	6/7/12	4285650	2/5/13
USA	EREV XCELLERATE	Thorntons LLC (f/k/a Thorntons Inc.	85770665	11/2/12	4467614	1/14/14
USA	REFRESHING REWARDS	Thorntons LLC (f/k/a Thorntons Inc.	86140998	12/11/13	4650389	12/2/14
USA	FREQUENCY REWARDS	Thorntons LLC (f/k/a Thorntons Inc.	85100174	8/4/10	3940651	4/5/11
USA	SWIPE & SCOPE SWEEPSTAKES	Thorntons LLC (f/k/a Thorntons Inc.	86534054	2/13/15	4779317	7/21/15
USA	(Supplemental Register)	Thorntons LLC (f/k/a Thorntons Inc.	86857843	12/16/15	5017293	8/9/16
USA		Thorntons LLC (f/k/a Thorntons Inc.	86897857	2/4/16	5088387	11/22/16
USA		Thorntons LLC (f/k/a Thorntons Inc.	87001218	4/14/16	5143427	2/14/17
USA		Thorntons LLC (f/k/a Thorntons Inc.	87001210	12/10/01	5215480	5/30/17
USA	UNLEADED15 (Supplemental Register)	Thorntons LLC (f/k/a Thorntons Inc.				

USA		Thorntons LLC (f/k/a Thorntons Inc.	76346712	6/22/16	2765249	9/16/03
USA	REAL KITCHEN. REAL FOOD.	Thorntons LLC (f/k/a Thorntons Inc.	87080654	1/18/82	5324962	10/31/17
USA	THORNTONS	Thorntons LLC (f/k/a Thorntons Inc.	73346069	6/26/02	1258180	11/22/83
USA	FUNDWORKS	Thorntons LLC (f/k/a Thorntons Inc.	76424908	10/8/03	2848595	6/1/04
USA	THORNTONS	Thorntons LLC (f/k/a Thorntons Inc.	78311117	3/13/04	2917303	1/11/05
USA	THORNTONS FLEETWORKS	Thorntons LLC (f/k/a Thorntons Inc.	78385691	3/17/04	2989206	8/30/05

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RECORDED: 10/07/2021