OP \$65.00 5700631

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM718384

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Administrative Agent		03/31/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Major Brands Holdings, Inc.		
Street Address:	680 North Lake Shore Dr.		
Internal Address:	c/o Wirtz Corporation, Attn: Ed Callison		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Corporation: MISSOURI		

PROPERTY NUMBERS Total: 2

Property Type Number Word M		Word Mark
Registration Number:	5700631	MB MAJOR BRANDS PREMIUM BEVERAGE DISTRIB
Registration Number:	5495028	SAFE HOME AFTER EVERY OCCASION

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 13144447600

Email: ipdept@lewisrice.com **Correspondent Name:** Andrea M. Patton

Address Line 1: 600 Washington Avenue, Suite 2500

St. Louis, MISSOURI 63101 Address Line 4:

NAME OF SUBMITTER:	Michelle Chapman		
SIGNATURE:	/Michelle Chapman/		
DATE SIGNED:	04/01/2022		

Total Attachments: 3

source=2022-04-01 Major Brands, Termination and Release of Security Interest in Trademarks#page1.tif source=2022-04-01 Major Brands, Termination and Release of Security Interest in Trademarks#page2.tif

source=2022-04-01 Major Brands, Termination and Release of Security Interest in Trademarks#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 31, 2022 ("<u>Release</u>"), is made by U.S. Bank National Association, as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "<u>Agent</u>") in favor of Major Brands Holdings, Inc., a Missouri corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain (i) Guaranty, dated as of March 31, 2020, related to that certain Credit Agreement, dated as of March 31, 2020 among Major Brands, Inc., a Missouri corporation, Agent and the Lenders party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"); (ii) Security Agreement, dated as of March 31, 2020 by and among the Grantor, Major Brands, Inc., and Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement") in favor of the Agent; and (iii) Trademark Security Agreement, dated as of June 3, 2020, by the Grantor in favor of the Agent (the "Trademark Security Agreement"), the Grantor granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to its Trademarks, including certain trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 11, 2020, at Reel 6968 Frame 0773 ("<u>Notice</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein, have the meanings given to them in the Loan Agreement and the Loan Documents.
- **SECTION 2**. <u>Termination and Release</u>. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Trademark Security Agreement;
- (b) assigns, transfers and conveys any and all right, title or interest of Agent in and to such Trademark Collateral, including all goodwill therein and symbolized thereby, to the Grantor; and
 - (c) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

U.S Bank National Association, as Agent

Name: Adam Gelfeld

Title: Senior Vice President

Schedule A

Major Brands Holdings, Inc. (Missouri Corporation)

U.S. Trademarks Subject to Security Interest Granted by Major Brands Holdings, Inc., In Favor of U.S. Bank National Association, as Agent Recorded June 11, 2020, at Reel 6968 Frame 0773

Trademark Registrations

RECORDED: 04/01/2022

Trademark	Country	Owner	Registration No.	Reg. Date
MAJOR BRANDS PREMIUM BEVERAGE DISTRIBUTORS	United States	Major Brands Holdings, Inc.	5700631	03/19/2019
Safe Home SAFE HOME AFTER EVERY OCCASION	United States	Major Brands Holdings, Inc.	5495028	06/19/2018