

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808576

| | | | |
|--|------------------------------|----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRUIST BANK, as successor by merger to SUNTRUST BANK | | 04/15/2021 | banking corporation: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Golding Farms Foods, Inc. | | |
| Street Address: | 6061 Gun Club Road | | |
| City: | Winston-Salem | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27103 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1528507 | GOLDING FARMS | |
| Registration Number: | 2742696 | BACKYARD LIVING | |
| Registration Number: | 4490299 | | |
| Registration Number: | 2873831 | GARDEN SECRETS | |
| Registration Number: | 1787698 | GOLDING | |
| Registration Number: | 4379013 | GOLDING FARMS | |
| Registration Number: | 2877689 | GOLDING FARMS | |
| Registration Number: | 1968301 | GOLDING FARMS GOLDEN STEAK SAUCE | |
| Registration Number: | 4379088 | GOLDING FARMS | |
| Registration Number: | 3633946 | GOLDING'S SELECT | |
| Registration Number: | 3817497 | HISAKAWA | |
| Registration Number: | 4164282 | HONEST TO GOODNESS FLAVOR | |
| Registration Number: | 2821223 | LITTLE RIVER SEAFOOD COMPANY | |
| Registration Number: | 2448340 | MOUNTAIN RIDGE | |
| Registration Number: | 3351857 | MR. HONEY BEAR'S | |
| Registration Number: | 2073197 | NATURALLY HEALTHY | |
| Registration Number: | 1554928 | OLD LAREDO | |
| Registration Number: | 2395636 | SHERIFF HEGE | |

CH \$490.00 1528507

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 4182059 | THE GREAT AMERICAN PUT-ON |

CORRESPONDENCE DATA

Fax Number: 5616596313
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: 561-653-5000
Email: kendra.waterman@akerman.com
Correspondent Name: Mark D. Passler, Akerman LLP
Address Line 1: 777 S. Flagler Drive
Address Line 2: Suite 1100, West Tower
Address Line 4: West Palm Beach, FLORIDA 33401

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 381326 |
| NAME OF SUBMITTER: | Mark D. Passler |
| SIGNATURE: | /Mark D. Passler/ |
| DATE SIGNED: | 05/07/2023 |

Total Attachments: 5
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Release Of Trademark Security Interest

This release of Trademark Security Agreement (“Release”) is made and effective as of April 15, 2021 and granted by TRUIST BANK, a North Carolina banking corporation, as successor by merger to SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”, for the “Secured Parties” as defined in the Guaranty and Security Agreement dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of GOLDING FARMS FOODS, INC., a corporation of North Carolina (the “Grantor”) and its successors, assigns and legal representatives. Capitalized terms not otherwise defined in this Agreement are being used in this Release as defined in the Credit Agreement referred to below.

WHEREAS, pursuant to (i) the Guaranty and Security Agreement and (ii) that certain Credit Agreement dated as of July 31, 2017 among the Grantor and the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time (the “Credit Agreement”), the Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement by and between the Grantor and the Administrative Agent dated as of July 31, 2017 (the “Trademark Security Agreement” and, together with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006136, Frame 0991 on August 24, 2017 and at Reel 006211, Frame 0914 on November 22, 2017; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral (as defined in the Trademark Security Agreement) pursuant to the Security Agreements.

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

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor 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"); and

(b) any and all other rights, titles or interests provided by the Trademark Security Agreement.

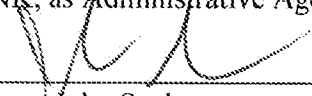
2. Further Assurances. Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

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

TRUIST BANK, a North Carolina banking corporation, as successor by merger to SUNTRUST BANK, as Administrative Agent

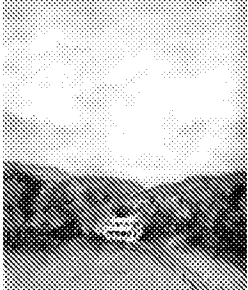

By: 
Name: John Saylor
Title: Senior Vice President





[Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008064 FRAME: 0117

SCHEDULE 1
Trademark Collateral

Owner: GOLDING FARMS FOODS, INC.

| Trademark | Filing Date Registration Date | Application No. Registration No. | Goods/Services |
|---|----------------------------------|-------------------------------------|--|
| GOLDING FARMS | 08/01/1988 03/07/1989 | 73/743,286 1,528,507 | Class 30: molasses, chow chow, honey, cocktail sauce and barbecue sauce |
| BACKYARD LIVING | 03/23/2000 07/29/2003 | 76/007,976 2,742,696 | Class 30: Barbecue sauce and glazes for food |
|  | 11/23/2012 03/03/2014 | 85786173 4490299 | Class 30: honey, mustard, cocktail sauce, dipping sauces, steak sauce, molasses |
| GARDEN SECRETS | 06/11/2003 08/17/2004 | 76526655 2873831 | Class 30: salad dressings, relishes and barbecue sauces |
| GOLDING | 02/05/1991 08/10/1993 | 74136563 1787698 | Class 30: salad dressing |
| GOLDING FARMS | 10/19/2012 08/06/2013 | 85758705 4379013 | Class 30: vinegar, barbecue sauce, chow chow, cocktail sauce, salad dressing, soy sauce, corn syrup, honey, steak sauce, mustard, molasses, pancake syrup, and Worcestershire sauce |
|  | 09/15/2003 08/24/2004 | 78300585 2877689 | Class 29: olive oil Class 30: Flavored vinegar, vinegar, BBQ sauce, cocktail sauce, salad dressing, soy sauce, honey, steak sauce, mustard, molasses, tartar sauce, pancake syrup, Worcestershire sauce |

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|---|--------------------------|---------------------|---|
|  | 04/03/1995 04/16/1996 | 74659551 1968301 | Class 30: steak sauce |
|  | 11/05/2012 08/06/2013 | 85771760 4379088 | Class 30: vinegar, barbecue sauce, chow chow, cocktail sauce, salad dressing, soy sauce, corn syrup, honey, steak sauce, mustard, molasses, pancake syrup, and Worcestershire sauce |
| GOLDING'S SELECT | 04/23/2008 06/09/2009 | 77455945 3633946 | Class 30: salad dressings |
| HISAKAWA | 11/23/2009 07/13/2010 | 77878924 3817497 | Class 30: soy sauce |
| HONEST TO GOODNESS FLAVOR | 10/27/2011 06/26/2012 | 85457893 4164282 | Class 30: salad dressing, molasses, honey, steak sauce, chow chow, relish, cocktail sauce, tartar sauce, mustard |
|  | 01/09/2003 03/09/2004 | 78201521 2821223 | Class 30: cocktail sauce and tartar sauce |
| MOUNTAIN RIDGE | 06/10/1999 05/01/2001 | 75726556 2448340 | Class 30: honey |
| MR. HONEY BEAR'S | 05/07/2007 12/11/2007 | 77174262 3351857 | Class 30: honey syrup |
| NATURALLY HEALTHY | 10/12/1995 06/24/1997 | 75004589 2073197 | Class 30: honey, salad dressing, molasses, maple syrup, steak sauce, salsa, hot sauce, relish, mustard, barbecue sauce, cocktail sauce, tartar sauce |
|  | 08/01/1988 09/05/1989 | 73743287 1554928 | Class 30: picante sauce and jalapeno mustard |
| SHERIFF HEGE | 09/27/1999 10/17/2000 | 75809311 2395636 | Class 30: barbecue sauce |
| THE GREAT AMERICAN PUT-ON | 07/12/2011 07/31/2012 | 85369163 4182059 | Class 30: chow chow |