# OP \$40.00 85481822

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM873376

| SUBMISSION TYPE:      | NEW ASSIGNMENT                     |
|-----------------------|------------------------------------|
| NATURE OF CONVEYANCE: | Partial Release (Reel 7096 / 0426) |

## **CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type         |
|-----------------------|----------|----------------|---------------------|
| Bank of America, N.A. |          | 01/31/2024     | Bank: UNITED STATES |

# **RECEIVING PARTY DATA**

| Name:             | Advantage Sales & Marketing LLC       |
|-------------------|---------------------------------------|
| Street Address:   | 18100 Von Karman Avenue               |
| Internal Address: | Suite 1000                            |
| City:             | Irvine                                |
| State/Country:    | CALIFORNIA                            |
| Postal Code:      | 92612                                 |
| Entity Type:      | Limited Liability Company: CALIFORNIA |

# **PROPERTY NUMBERS Total: 1**

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 85481822 | FOOD IQ   |

# **CORRESPONDENCE DATA**

Fax Number:

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:** 2126834120

**Email:** luis.rodriguez@unitedcorporate.com

Correspondent Name: Doris Ka, Senior Paralegal

Address Line 1: 32 Old Slip

Address Line 2:c/o Cahill Gordon & Reindel IlpAddress Line 4:New York, NEW YORK 10005

| NAME OF SUBMITTER: | Doris Ka   |
|--------------------|------------|
| SIGNATURE:         | /Doris Ka/ |
| DATE SIGNED:       | 02/02/2024 |

### **Total Attachments: 6**

source=Advantage - Project Biscayne - Trademark Release (ABL)#page1.tif source=Advantage - Project Biscayne - Trademark Release (ABL)#page2.tif source=Advantage - Project Biscayne - Trademark Release (ABL)#page3.tif source=Advantage - Project Biscayne - Trademark Release (ABL)#page4.tif

TRADEMARK
REEL: 008336 FRAME: 0208

source=Advantage - Project Biscayne - Trademark Release (ABL)#page5.tif source=Advantage - Project Biscayne - Trademark Release (ABL)#page6.tif

TRADEMARK REEL: 008336 FRAME: 0209

## RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 31, 2024 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain ABL Security Agreement, dated as of October 28, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an ABL Trademark Security Agreement, dated as of October 28, 2020 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office:

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 4, 2020 at Reel/Frame 7096/0426;

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule I attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

TRADEMARK REEL: 008336 FRAME: 0210

requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

US-DOCS\147851671.4

TRADEMARK
REEL: 008336 FRAME: 0211

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Collateral Agent for the Secured Parties

Name: Ron Bornstein

Title: Senior Vice President

REEL: 008336 FRAME: 0212

**GRANTOR:** 

ADVANTAGE SALES & MARKETING

LLC

Name: Christopher Growe

Title: Chief Financial Officer

SCHEDULE I

Partial Release of Bank of America, N.A. ABL Trademark Security Agreement recorded November 4, 2020 at Reel/Frame 7096/0426

| Status   Characty   Title   Chases   Goods and Services   Application   Application   Application   Registerion   Dize   |
|--|
| ITTILE Classes Goods and Services Application   Application   Registration   Date   Da |
| Classes  Genotics and Services:  Business consulting struction particles business consulting structs and information services and information services providing sales demonstrations for others at food ministry shows and events and cool industry shows and events and cool manufactured consumer goods for sale to the food service industry for others, penonting the sale of manufactured consumer goods for sale to the food service industry for others, penonting the sale of manufactured printed material; business merchandising display services in the field of manufactured consumer goods for sale to the food service industry for others; field marketing services in the field of manufactured consumer goods for sale to the food service industry for others; field marketing services in the field of manufactured consumer goods for sale to the food service industry for others; and the displays, assisting with the displays of products, and conducting in-store promotions, setting-up products, and conducting out leaflets, and conducting product demonstrations; display of publicity purposes in the food service and food brokenge industry;   Conducting in-store promotions, setting-up products, and conducting in-store promotions, setting-up products, and conducting in-store promotions are to samples for publicity purposes in the food service and food brokenge industry;   |
| Business consulting services demonstrations for others at food industry shows and events at consumer goods for sale to the food service industry for others through promotional contests and the distribution of related primed material; business merchandising displays service industry for others; namely, conducting in-food service industry for others; in the field of manufactured consumer goods for sale to the food service industry for others through promotional contests and conducting in-store promotional contests and conducting product demonstrational conducting industry.  |
| wices Application Date # Begistration Bate # Bate Bate   Bate Bate Bate Bate Bate Bate Bate Bate   |
| Application   Registration   Date  |
| Registration   |
| May 21, 2013  September 16, 2019   |
| mber 21,   |
| Current Owner  Advantage Sales & Marketing LLC  Advantage Sales & Marketing LLC  |
|  |

TRADEMARK **REEL: 008336 FRAME: 0214** 

**RECORDED: 02/02/2024**