# OP \$40.00.00 78836000

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI198257

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	1	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
1	FORMERLY As successor in interest to BBVA, USA f/k/a Compass Bank	04/23/2024	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Company Name:	Name: Phillips Seafood - Atlantic City LLC	
Street Address:	3761 Commerce Drive	
Internal Address:	ternal Address: Suite 413	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code: 21227		
Entity Type: Limited Liability Company: MARYLAND		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3358248	SOUZAI

### **CORRESPONDENCE DATA**

**Fax Number:** 6175236850

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:** 6175232700

Email: laura.o'brien@hklaw.com

Correspondent Name: Laura O'Brien
Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	622304.00168
NAME OF SUBMITTER:	LAURA OBRIEN
SIGNATURE:	LAURA OBRIEN
DATE SIGNED:	04/29/2024

**Total Attachments: 3** 

TRADEMARK REEL: 008413 FRAME: 0977

900851544

source=Payoff - Release of Patent and Trademark Security Agreement - Phillips AC (PNC-Phillips Foods) - Executed#page1.tif

source=Payoff - Release of Patent and Trademark Security Agreement - Phillips AC (PNC-Phillips Foods) - Executed#page2.tif

source=Payoff - Release of Patent and Trademark Security Agreement - Phillips AC (PNC-Phillips Foods) - Executed#page3.tif

TRADEMARK REEL: 008413 FRAME: 0978

# TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of April 23, 2024, and made by PNC BANK, NATIONAL ASSOCIATION, as successor in interest to BBVA, USA, an Alabama banking corporation f/k/a Compass Bank (together with its successors and assigns, the "Lender"), to PHILLIPS SEAFOOD – ATLANTIC CITY LLC, a Maryland limited liability company ("Grantor").

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement dated as of October 16, 2017 (the "IP Security Agreement"), made by Grantor in favor of the Lender, a security interest was granted by Grantor to the Lender in and to all of Grantor's right, title and interest in, to and under such Grantor's owned or thereafter acquired Intellectual Property, including the patents, patent applications, patent licenses to which it is a party, trademarks, trademark applications and any related licenses to which it is a party referred to on Exhibit A hereto (collectively, the "IP Collateral");

WHEREAS, the IP Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on November 3, 2017, at Reel/Frame 6196/0302; and

WHEREAS, the Lender now desires to terminate the IP Security Agreement and terminate, release and discharge its security interest in all of the right, title and interest in and to the IP Collateral and reconvey any and all of its right, title and interest in and to the IP Collateral to Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Lender hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the IP Security Agreement.
- 2. <u>Release of Security Interest.</u> The Lender hereby (a) terminates the IP Security Agreement, (b) terminates, releases and discharges its security interest in and to all of Grantor's right, title and interest in, to, and under the IP Collateral, and (c) reassigns to the person or persons legally entitled thereto all right, title and interest of the Lender (if any), in, to and under the IP Collateral.
- 3. <u>Governing Law</u>. This Termination and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York, without regard to any principle of conflicts of law that could require application of any other law.
- 4. <u>Counterparts</u>. This Termination may be executed by one or more of the parties to this Termination on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[remainder of page intentionally blank]

TRADEMARK REEL: 008413 FRAME: 0979 IN WITNESS WHEREOF, the Lender has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,

as Lender

Name: James Sierakowski

Title: Senior Vice President

# Exhibit A

# Patents, Patent Applications and Patent Licenses:

None.

# **Trademarks and Trademark Licenses**

Owner of Record	<u>Trademark</u>	Registration No.	Registration Date	Design. if applicable
Phillips Seafood – Atlantic City LLC	Souzai	3358248	December 18. 2007	

TRADEMARK REEL: 008413 FRAME: 0981

RECORDED: 04/29/2024