FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

06-09-1999

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Docket No.:

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Chase Manhattan Bank

OIPE JC60 APR 1 5 1999 PATENT & TRADEMARK OFFICE

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other **New York banking corporation**

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Southern Foods Group, L.P.**

Internal Address:

Street Address: **3114 S. Haskell Avenue**

City: **Dallas** State: **TX** ZIP: **75223**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☒ Limited Partnership **State of Delaware**
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance: 4-15-99

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other **Release of Trademark Security Agreement**

Nunc Pro Tunc Effective Sept. 4, 1997

Execution Date: **Effective September 4, 1997**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A Attached

Additional numbers ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Cory M. Amron, Esquire**

Internal Address: **Vorys Sater Seymour and Pease LLP**

Street Address: **1828 L Street, N.W.; 11th Floor**

City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved:..... 14

7. Total fee (37 CFR 3.41):.....$ **$365.00**

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

02-1451

DO NOT USE THIS SPACE

06/09/1999 VBROWN 00000001 021451 921370

01 FC:481 40.00 CH
02 FC:482 325.00 CH

365E

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cory Amron	Cory Amron	4-15-99
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and 5

EXHIBIT A

BORDEN and ELSIE Federal Registrations

Mark	Registration Number	Goods
BORDEN (Corporate Logo)	921,370	Fluid milk, skim milk, cream ...
BORDEN (Corporate Logo) and Cow's Head (Elsie) Design	969,728	Cheese, fluid milk, yogurt, ice cream, candy, frozen confections, cheese dips, orange juice and condensed milk
BORDEN Logotype with Cow's Head	1,859,074	Cheese, cheese food and cheese food spread; cheese substitute; milk; chocolate milk; buttermilk; vegetable-based chocolate food beverage; eggnog; imitation eggnog; cottage cheese; sour cream; sour half-and-half; ready-made sour cream dips; whipping, light, heavy, table and coffee creams; non-dairy coffee creamer; whipped cream topping; half-and-half; yogurt; butter; and margarine
Design of Cow's head (Elsie's Head with Flowers)	1,860,207	Cheese, cheese food and cheese food spread; cheese substitute; milk; chocolate milk; buttermilk; vegetable-based chocolate food beverage; eggnog; imitation eggnog; cottage cheese; sour cream; sour half-and half; ready-made sour cream dips; whipping, light, heavy table and coffee creams, non-dairy coffee creamer; whipped cream topping; half-and-half; yogurt; butter ;and margarine; ice cream; sherbet; frozen yogurt; ice milk; frozen confections made from ice cream; and vegetable-based non-dairy ice cream substitutes
Design of Cow's Head-Elsie Design (Daisy)	397,158	Fluid milk
Design of Cow's Head-Elsie (Design Plus Oval)	405,706	Cottage cheese, butter, ice cream and fresh milk
Design of Cow's Head	529,468	Fluid milk, heavy cream; light cream; eggnog mix; ice cream; [ice, a frozen confection comprising] ice cream on a stick; evaporated milk; mince meat; dry milk; cheese; cheese spreads; malted milk; mix for making chocolate drinks; dog food meal; and nutritional foundations for poultry feed mashes containing select materials from fish, milk and other natural source ingredients
Elsie Design	810,861	Ice cream
Elsie	1,857,137	

Mark	Registration Number	Goods
Gail Borden Signature	1,689,184	Fluid milk
IF IT'S BORDEN, IT'S GOT TO BE GOOD	1,042,420	Milk and cheese
IF IT'S BORDEN, IT'S GOT TO BE GOOD	1,504,420	
LADY BORDEN	572,693	Ice cream
LADY BORDEN and Design	1,893,711	Ice cream

PARTIAL RELEASE OF TRADEMARK
SECURITY AGREEMENT NUNC PRO TUNC

THIS PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT is dated as of September 4, 1997 among THE CHASE MANHATTAN BANK, a New York banking corporation (Collateral Agent) and Southern Foods Group, L.P. ("Borrower").

WHEREAS, The Chase Manhattan Bank and Southern Foods Group, L.P. are parties to that certain Security Agreement ("Security Agreement") dated as of September 4, 1997, which was filed with the United States Patent and Trademark Office September 18, 1997 at Reel 1632, Frames 0837 through 0879 of the Trademark Records.

WHEREAS, the Security Agreement granted, assigned and conveyed to Collateral Agent a security interest in Borrower's right, titles and interest in and to, *inter alia*, all of its "Trademarks" meaning, as of the effective date of the Security Agreement, (a) all of its then owned or thereinafter acquired: trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereinafter adopted or acquired, all registrations and recordings thereof, all registrations and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other county or any other political subdivision thereof, and all extensions and renewals thereof, including those listed on Schedule V of the Security Agreement, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

WHEREAS, the lien of the Security Agreement was incorrectly filed against certain trademarks listed in Schedule V, Paragraph 3 of the Security Agreement which were licensed, but not owned, by Borrower. (Said trademarks are set forth in Exhibit A, attached hereto and made a part hereof and are hereinafter referred to as "Borden/Elsie Trademarks");

WHEREAS, the Collateral Agent desires to release the Borden/Elsie Trademarks from the lien of the Security Agreement.

NOW, THEREFORE, the Collateral Agent hereby fully releases and terminates its security interest and liens in the Borden/Elsie Trademarks, nunc pro tunc, as of September 4, 1997.

Collateral Agent further agrees, at Borrower's expense, to execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

Except as released herein, said Security Agreement remains in full force and effect.

IN WITNESS WHEREOF, Collateral Agent has caused this Partial Release of Security Agreement to be duly executed as of the day and year first above written.

THE CHASE MANHATTAN BANK,
as Collateral Agent

By: _____
Name: _____
Title: _____

GARY L. SPEVACK
VICE PRESIDENT
THE CHASE MANHATTAN BANK