

10-25-1999



To the Honorable Commissioner of Patents

101184786

and original documents or copy thereof.

1. Name of conveying party(ies):

CitiCorp North America, Inc.

10/20/99

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

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
☐ Security Agreement
☒ Other Release of Security Agreement dated January 31, 1990
- ☐ Merger
☐ Change of Name

Execution Date: August 3, 1999

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

Name: Young's Acquisition Corporation AKA Young's Market Company

Internal Address: _____

Street Address: 500 South Central Ave..

City: Los Angeles State: CA ZIP: 90013

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SCALONE 1,022,161 SUPER WELL 1,196,491
YOUNG'S 805,679

Additional numbers attached? ☐ Yes ☒ No

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

Name: Joan L. Long

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41) \$ 90.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Joan L. Long

Name of Person Signing

Signature

October 19, 1999

Date

Total number of pages comprising cover sheet: _____

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

10/22/1999 MTHAI1 00000282 1022161

01 FC:481
02 FC:48240.00 OP
50.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

TRADEMARK ASSIGNMENT TERMINATION AGREEMENT

(1990 Assignment)

WHEREAS, Young's Market Company, a California corporation which has been succeeded in interest by Young's Holdings, Inc. (the "**Assignor**"), has entered into a Security Agreement - Trademark Assignment (Borrower), dated as of January 31, 1990, in favor of Citicorp North America, Inc., as administrative agent ("**Assignee**"), for the Lender Parties named in that certain Credit Agreement by and among the Assignor and the Assignee and others dated as of January 31, 1990 (the "**Assignment**"), which Assignment was recorded on February 2, 1990 in the register of the United States Patent and Trademark Office at those Reel and Frame numbers set forth on Schedule I hereto; and

WHEREAS, the Assignment by its terms granted to Assignee a security interest in certain registered trademarks, trademark registrations and trademark applications listed in Schedule I to this Agreement (such trademarks, trademark registrations and trademark applications being the "**Intellectual Property**"); and

WHEREAS, Assignor has paid in full the obligations for which the security interest in the Intellectual Property was granted.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignee hereby releases to Assignor the security interests in the Intellectual Property as granted to Assignee under the Assignment and hereby agrees that any Assignment recorded on the register of the United States Patent and Trademark Office shall be terminated for all purposes. Assignee hereby authorizes Assignor to file this Trademark Assignment Termination Agreement and such other documents with the United States Patent and Trademark Office as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark Office.
2. Each party hereto agrees that it will from time to time on or after the date hereof promptly do, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, powers of attorney, assurances and other documents as may be reasonably requested by any other party hereto as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark Office.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of the date first written above.

CITICORP NORTH AMERICA, INC., as
Administrative Agent

By: Michael M. Leyland
Name:
Title: **MICHAEL M. LEYLAND**
Vice President

YOUNG'S HOLDINGS, INC., successor in
interest to Young's Market Company

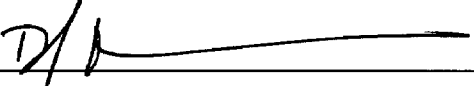
By: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of the date first written above.

CITICORP NORTH AMERICA, INC., as
Administrative Agent

By: _____
Name:
Title:

YOUNG'S HOLDINGS, INC., successor in
interest to Young's Market Company

By:  _____
Name: DENNIS J. HAMANN
Title: Sr. VP / CFO
Assistant Secretary

SCHEDULE I

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REEL</u>	<u>FRAME</u>
"Scalone"	1,022,161	29	0688	0616
"Super Well"	1,196,491	42	0688	0616
"Young's"	805,679	46	0688	0616

NYDOCS01/627220 4

RECORDED: 10/20/1999

TRADEMARK
REEL: 001978 FRAME: 0592