

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMO Harris Bank N.A.		08/18/2011	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seneca Foods, LLC		
<b>Street Address:</b>	3736 South Main Street		
<b>City:</b>	Marion		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14505		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1614085	COMO	
Registration Number:	1851595	GLORIETTA	
Registration Number:	1403320	NATURE'S ORCHARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b> (716)856-0432 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> <b>Phone:</b> 716-856-0600 <b>Email:</b> mvorndran@jaeckle.com <b>Correspondent Name:</b> milena vorndran <b>Address Line 1:</b> 12 Fountain Plaza Suite 800 <b>Address Line 4:</b> Buffalo, NEW YORK 14202-2292			
<b>ATTORNEY DOCKET NUMBER:</b>	65664-860314		
<b>NAME OF SUBMITTER:</b>	Milena Vorndran		
<b>Signature:</b>	/mv/		

CH \$90.00 1614085

900200160

**TRADEMARK**  
**REEL: 004608 FRAME: 0185**

Date:

08/19/2011

**Total Attachments: 4**

source=Harris Bank Release of Security Interest in Trademarks EXECUTED (2)#page1.tif

source=Harris Bank Release of Security Interest in Trademarks EXECUTED (2)#page2.tif

source=Harris Bank Release of Security Interest in Trademarks EXECUTED (2)#page3.tif

source=Harris Bank Release of Security Interest in Trademarks EXECUTED (2)#page4.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest In Trademarks (this "**Release**") is dated as of the 18<sup>TH</sup> day of August 2011, by and between BMO Harris Bank N.A. (the "**Secured Party**"), as successor to Harris Trust and Savings Bank, and Seneca Foods, LLC ("**Seneca LLC**"), a Delaware limited liability company formerly known as Signature Fruit Company, LLC.

### RECITALS

A. The Secured Party, as lender, and Seneca LLC, as debtor, are parties to that certain Trademark Collateral Agreement dated as of the 31st day of March 2001 (the "**Harris Trademark Security Agreement**").

B. Pursuant to the Harris Trademark Security Agreement, Seneca LLC granted to the Secured Party a continuing security interest in, among other things, all of the following property (collectively "**Collateral**") wheresoever located:

i. Each trademark, trademark registration and trademark application listed in **Exhibit A** attached hereto and incorporated by reference (the "**Trademarks**"); and

ii. All proceeds of the foregoing marks listed on Exhibit A, including without limitation any claim by Seneca LLC against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Exhibit A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case with the right to sue for and collect said damages.

C. Seneca LLC, has requested that the Secured Party release its entire security interest in the Collateral.

### AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Release of Security Interest.** The Secured Party hereby releases all security interests, mortgages, liens and encumbrances that it might have in or with respect to the Collateral created by the Harris Trademark Security Agreement or otherwise. The Secured Party hereby agrees that, upon execution of this Release, all rights in and to the Collateral assigned to the Secured Party under the terms of the Harris Trademark Security Agreement or otherwise (including, without limitation, all goodwill associated therewith) shall be reassigned to Seneca LLC (without recourse or warranty) to hold the same absolutely and unconditionally in perpetuity throughout the world.

**2. Further Assurances.** The Secured Party authorizes Seneca LLC to record this Release with the U.S. Patent and Trademark Office, and agrees to execute and deliver to Seneca LLC, such additional instruments and documents, in form and substance reasonably satisfactory to

Seneca LLC and the Secured Party, which are reasonably requested by Seneca LLC for the purpose of effectuating the intent of this Release.

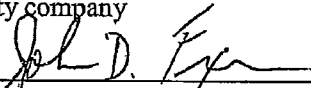
**3. Governing Law.** This Release and the rights and obligations of the Secured Party shall be governed by and construed and enforced in accordance with the internal laws of the State of New York of the United States of America, excluding any laws regarding the conflict or choice of laws. All actions or proceedings in any way, manner or respect arising out of or from or related to this Release and any other agreements related hereto shall be litigated in courts having situs within the State of New York.

**4. Miscellaneous.** This Release shall inure to, benefit and bind the successors and assigns of the parties hereto. This Release may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

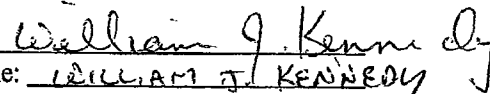
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto hereby execute this Release to be effective as of the date first set forth above.

SENECA FOODS, LLC, a Delaware limited liability company

By:   
Name: John D. Exner  
Title: Assistant Secretary

BMO Harris Bank N.A.

By:   
Name: WILLIAM J. KENNEDY  
Title: VICE PRESIDENT

**EXHIBIT A**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
COMO	1,614,085	9/18/1990	Seneca Foods, LLC
GLORIETTA	1,851,595	8/30/1994	Seneca Foods, LLC
NATURE'S ORCHARD	1,403,320	7/29/1986	Seneca Foods, LLC

1040873