

**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>
Citicorp Trustee Company Limited		03/09/2006	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gate Gourmet Switzerland GmbH		
<b>Street Address:</b>	Balz-Zimmermann-Strasse 7		
<b>City:</b>	8302 Kloten		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2485812	GATE GOURMET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)953-7201		
<b>Phone:</b>	(212)415-9200		
<b>Email:</b>	ny.trademark@dorsey.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Robert M. Wasnofski, Jr.		
<b>Address Line 1:</b>	51 West 52nd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	490006-00006		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Robert M. Wasnofski, Jr.		
<b>Address Line 1:</b>	51 West 52nd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019		

OP \$40.00 2485812

NAME OF SUBMITTER:	Robert M. Wasnofski, Jr.
Signature:	/rmw/
Date:	12/06/2011
<b>Total Attachments: 9</b> source=Release of Pledge 2485812 #page1.tif source=Release of Pledge 2485812 #page2.tif source=Release of Pledge 2485812 #page3.tif source=Release of Pledge 2485812 #page4.tif source=Release of Pledge 2485812 #page5.tif source=Release of Pledge 2485812 #page6.tif source=Release of Pledge 2485812 #page7.tif source=Release of Pledge 2485812 #page8.tif source=Release of Pledge 2485812 #page9.tif	

Dated 9 March 2006

**SWISS RELEASE AGREEMENT**

between

**CITICORP TRUSTEE COMPANY LIMITED**

acting for itself and as security trustee in a fiduciary capacity on behalf and for the benefit of the secured parties under the Swiss Law Security Documents (as defined in Section II of this Agreement) (the "European Security Trustee")

and

**THE COMPANIES LISTED IN SCHEDULE 1 TO THIS AGREEMENT**

(each a "Swiss Law Security Provider" and together the "Swiss Law Security Providers")

**I. PREAMBLE**

By a European intercreditor agreement dated 19 December 2002 (as amended on 13 March 2003) (the "European Intercreditor Agreement") between the European Security Trustee, the Security Trustee, Gate Gourmet Borrower LLC, Luxco3, Luxco4, Swiss Newco, certain group companies listed therein, certain banks and financial institutions as Senior Banks (each as defined therein) and Citibank International Plc (as "Senior Issuing Bank" and "Senior Facility Agent"), the European Security Trustee agreed to hold the benefit of the security created under the European Security Documents in trust for the Beneficiaries.

The European Security Documents secured the European Secured Obligations of certain Non-US Group Companies to the Beneficiaries under and pursuant to the European Secured Documents (each as defined in the in the Global Deed of Release (see below)) including the Revolving Credit Facility under the CHF 498,000,000 term and revolving facilities credit agreement dated 18 December 2002 (as amended on 12 March 2003) between, the Parent, the Term Loan Borrower, the Senior Facility Agent, the Senior Issuing Bank, Credit Suisse First Boston and Salomon Brothers International Limited as Arrangers, and the financial institutions listed in Schedule 1 thereto as Banks (each as defined therein), as amended, modified, supplemented, restated or replaced from time to time (the "Senior Credit Agreement").

By a global deed of release dated on or about the date hereof between Citicorp Trustee Company Limited (acting as European Security Trustee and Security Trustee) and the Chargors (including the Swiss Law Security Providers), Citicorp Trustee Company Limited released the security created by or pursuant to the European Security Documents (the "Global Deed of Release").

This Agreement is supplemental to the Global Deed of Release.

IT IS AGREED as follows:

**II. DEFINITIONS**

Unless otherwise defined herein, terms defined in the Global Deed of Release shall have the same meaning when used in this Agreement, unless otherwise defined hereinafter:

"Agreement" means this Swiss release agreement.

"Swiss Law Assignment of Bank Accounts Agreement(s)" means each Swiss Law Security Document which creates a security over assigned bank accounts of a Swiss Law Security Provider.

"Swiss Law Pledge Agreement(s)" means each Swiss Law Security Document which creates a pledge over a share or IP rights of a Swiss Law Security Provider.

"Swiss Law Receivables Assignment Agreement(s)" means each Swiss Law Security Document which creates a security over assigned receivables of a Swiss Law Security Provider.

"Swiss Law Security Document(s)" means each document listed in Schedule 2 to this Agreement, as amended from time to time.

III. **RELEASE OF SECURITY**

A. **Release of the pledged Assets**

The security created over the pledged shares and IP rights under the Swiss Law Pledge Agreements is hereby released.

After signing of this Agreement, the European Security Trustee consents that Gate Gourmet Switzerland GmbH informs all IP rights registers in which the pledge of IP rights had been registered pursuant to the IP Rights Pledge Agreement dated 18 December 2002 between Gate Gourmet IP AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee ("IP Rights Pledge Agreement"), that the pledge under the IP Rights Pledge Agreement is released.

B. **Release of the assigned Bank Accounts**

The security created over the assigned bank accounts under the Swiss Law Assignment of Bank Accounts Agreements is hereby released.

The European Security Trustee hereby reassigns to the respective Swiss Law Security Providers any and all assigned bank accounts assigned to it under the Swiss Law Assignment of Bank Accounts Agreements without recourse to, or any representation or warranty by, the European Security Trustee.

After signing of this Agreement, the European Security Trustee consents that the Swiss Law Security Providers inform the respective banks that the bank accounts assigned under the Swiss Law Assignment of Bank Accounts Agreements have been reassigned.

C. **Release of the assigned Receivables**

The security over the assigned receivables created under the Swiss Law Receivables Assignment Agreements is hereby released.

The European Security Trustee hereby reassigns to the respective Swiss Law Security Providers any and all assigned receivables assigned to it under the Swiss Law Receivables Assignment Agreements without recourse to, or any representation or warranty by, the European Security Trustee.

D. **Release from Obligations**

The European Security Trustee releases each of the Swiss Law Security Providers from all obligations they may have under the Swiss Law Security Documents, except that nothing contained in this Agreement shall be deemed to terminate, release or waive any:

- (a) obligation as to expense reimbursement undertaken by any person and contained in any of the Financing Documents or Mezzanine Financing Documents;
- (b) indemnity given by any person and contained in any of the Financing Documents or Mezzanine Financing Documents; or

- (c) other provision of a Financing Document or a Mezzanine Financing Document which by its terms expressly survives the repayment of amounts due under the Financing Documents or the Mezzanine Financing Documents and each Swiss Law Security Provider expressly reaffirms the survival of any such provision.

Nothing in this clause D shall be construed as obligation of the Swiss Law Security Providers to reinstate the security interest released by this Agreement.

#### IV. FURTHER ASSURANCE

The European Security Trustee agrees that it will (at the reasonable request and at the cost and expense of the respective Swiss Law Security Provider):

- (a) do all such lawful things within its power as may reasonably be necessary to give effect to this Agreement; and
- (b) enter into such documentation as it is requested to which, in the reasonable opinion of the European Security Trustee, is required in order to effect such Agreement.

#### V. INDEMNITY

Without prejudice to any other rights of indemnity in favour of the European Security Trustee, each of the Swiss Law Security Providers hereby, jointly and severally, indemnifies the European Security Trustee for all loss, damage, cost, expense or other liability including which the European Security Trustee may incur in connection with or as a result of entering into this Agreement or any document contemplated by this Agreement.

#### VI. NO DISCHARGE

This release and reassignment shall not discharge any of the Swiss Law Security Providers from any liabilities to the European Security Trustee (whether in its capacity as European Security Trustee or otherwise) or any of the other secured parties under the Swiss Law Security Documents remaining outstanding (if any) at the date of signing of the Global Deed of Release or from any other security.

#### VII. GOVERNING LAW AND JURISDICTION

This Agreement, the releases and reassignments under this Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of Switzerland.

All disputes arising out of or in connection with this Agreement shall be resolved by the Commercial Court of the Canton of Zurich and the venue shall be Zurich 1.

EXECUTION PAGES

For Citicorp Trustee Company Limited

LONDON  
Place, date

LONDON  
Place, date

For Gate Gourmet Luxembourg IV S.à.r.l.

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Place, date

For Gate Gourmet Switzerland GmbH

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Place, date

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Place, date

For Gate Gourmet GmbH


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Place, date


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Place, date

For e-gatematrix Switzerland GmbH

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Place, date

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Place, date

  
Name: David Marcos  
Title: Director

  
Name: Julian Hamblin  
Title: Director  
Agency & Trust  
Citigroup Centre  
25 Canada Square  
Canary Wharf  
London E14 5LD

\_\_\_\_\_  
Name:  
Title: Manager

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**EXECUTION PAGES**

**For Citicorp Trustee Company Limited**

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Place, date

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Place, date

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Name:  
Title:

**For Gate Gourmet Luxembourg IV S.à.r.l.**

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Name:  
Title: Manager



**For Gate Gourmet Switzerland GmbH**

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Place, date

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Place, date

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Title:

**For Gate Gourmet GmbH**

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Place, date

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Place, date

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Title:

**For e-gatematrix Switzerland GmbH**

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Place, date

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Place, date

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Name:  
Title:

EXECUTION PAGES

For Citicorp Trustee Company Limited

Place, date

Name:  
Title:

Place, date

Name:  
Title:

For Gate Gourmet Luxembourg IV S.à.r.l.


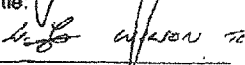
Place, date

Name:  
Title: Manager

For Gate Gourmet Switzerland GmbH

Place, date

Name:  
Title:

  
M. YAZHARI, SVP  
  
WILSON TERGARA, GROUP DIRECTOR  
Witness  
E. Dickre



Place, date

Name:  
Title:

For Gate Gourmet GmbH

Place, date

Name:  
Title:

  
M. YAZHARI, SVP  
  
WILSON TERGARA, GROUP DIRECTOR  
Witness  
E. Dickre



Place, date

Name:  
Title:

For e-gatematrix Switzerland GmbH

Place, date

Name:  
Title:

  
M. YAZHARI, SVP  
  
WILSON TERGARA, GROUP DIRECTOR  
Witness  
E. Dickre

Place, date

Name:  
Title:



**SCHEDULE 1**

**Swiss Law Security Providers**

No.	Name	Home Name	Registration Details (Commercial Register)
1	Gate Gourmet Luxembourg IV S.à.r.l.	Griffin Endeavour IV S.à.r.l.	B 86 448, Luxembourg Trade and Companies Register
2	Gate Gourmet Switzerland GmbH*	Griffin Endeavour Switzerland GmbH	CH-020.4.026.039-9
3	Gate Gourmet GmbH		CH-170.4.002.332-9
4	e-gatematrix Switzerland GmbH	e-gatematrix Switzerland AG	CH-020.4.026.197-1

\* Gate Gourmet Switzerland GmbH has with effective date 8 January 2003 acquired in a series of mergers by absorption: Gate Gourmet Holding AG, Gate Gourmet Switzerland AG, Gate Gourmet IP AG and Gate Gourmet International AG.

## SCHEDULE 2

### Swiss Law Security Documents

1. Notarial Deed of Pledge of Share dated 18 December 2002 over the shares owned in Gate Gourmet Switzerland GmbH (formerly Griffin Endeavour Switzerland GmbH) between Gate Gourmet Luxembourg IV S.à.r.l (formerly Griffin Endeavour IV S.à.r.l) and the European Security Trustee.
2. Notarial Deed of Pledge of Share dated 11 April 2003 over the share in Gate Gourmet Switzerland GmbH (formerly Griffin Endeavour Switzerland GmbH) between Gate Gourmet Luxembourg IV S.à.r.l (formerly Griffin Endeavour IV S.à.r.l) and the European Security Trustee.
3. Assignment of Bank Accounts Agreement dated 18 December 2002 between Gate Gourmet Switzerland GmbH (formerly known as Griffin Endeavour Switzerland GmbH) and the European Security Trustee.
4. Receivables Assignment Agreement dated 18 December 2002 between Gate Gourmet Switzerland GmbH (formerly known as Griffin Endeavour Switzerland GmbH) and the European Security Trustee.
5. Assignment of Bank Accounts Agreement dated 18 December 2002 between Gate Gourmet International AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
6. Receivables Assignment Agreement dated 18 December 2002 between Gate Gourmet International AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
7. Assignment of Bank Accounts Agreement dated 18 December 2002 between Gate Gourmet GmbH and the European Security Trustee.
8. Receivables Assignment Agreement dated 18 December 2002 between Gate Gourmet GmbH and the European Security Trustee.
9. Assignment of Bank Accounts Agreement dated 18 December 2002 between Gate Gourmet IP AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
10. Receivables Assignment Agreement dated 18 December 2002 between Gate Gourmet IP AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
11. IP Rights Pledge Agreement dated 18 December 2002 between Gate Gourmet IP AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
12. Assignment of Bank Accounts Agreement dated 18 December 2002 between Gate Gourmet Switzerland AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
13. Receivables Assignment Agreement dated 18 December 2002 between Gate Gourmet Switzerland AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
14. Assignment of Bank Accounts Agreement dated 18 December 2002 between Gate Gourmet Holding AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.

15. Notarial Deed of Pledge of Share dated 11 April 2003 over the share in e-gatematrix Switzerland GmbH (formerly known as e-gatematrix Switzerland AG) between Gate Gourmet Switzerland GmbH (formerly Griffin Endeavour Switzerland GmbH) and the European Security Trustee.
16. Notarial Deed of Pledge of Share dated 18 December 2002 over the share in Gate Gourmet GmbH between Gate Gourmet Holding AG (merged into Gate Gourmet Switzerland GmbH on 8 January 2003) and the European Security Trustee.
17. Assignment of Bank Accounts Agreement dated 18 December 2002 between e-gatematrix Switzerland GmbH (formerly known as e-gatematrix Switzerland AG) and the European Security Trustee.
18. Receivables Assignment Agreement dated 18 December 2002 between e-gatematrix Switzerland GmbH (formerly known as e-gatematrix Switzerland AG) and the European Security Trustee.
19. Amendment Agreement dated 13 May 2003 relating to certain Swiss Security documents between Gate Gourmet Switzerland GmbH (formerly Griffin Endeavour Switzerland GmbH), e-gatematrix Switzerland GmbH (formerly known as e-gatematrix Switzerland AG), Gate Gourmet GmbH, Gate Gourmet Luxembourg IV S.à.r.l. (formerly Griffin Endeavour IV S.à.r.l.) and the European Security Trustee.