

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		05/14/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Clif Bar Inc.		
Street Address:	1610 Fifth Street		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94710		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2941780	MOJO MOUNTAIN MIX	
Registration Number:	2939853	MOJO	
Registration Number:	2945915	BUILDER'S	
Registration Number:	3064298	LUNA MOM'S CLUB	
Registration Number:	2807508	PEANUT TOFFEE BUZZ	
Registration Number:	2586930	FILMS BY...FOR...ABOUT WOMEN	
Registration Number:	2573420	CLIF BAR	
Registration Number:	2740720	LITTER LEASH	
Registration Number:	2669967	LUNAFEST	
Registration Number:	2558445	COOL MINT CHOCOLATE	
Registration Number:	2582744	LUNA	
Registration Number:	2518024	THE WHOLE NUTRITION BAR FOR WOMEN	
Registration Number:	2416447	NUTZ OVER CHOCOLATE	
Registration Number:	2491560	LEMONZEST	

OP \$440.00 2941780

TRADEMARK

Registration Number:	2089043	SHOT
Registration Number:	2089042	CLIF
Registration Number:	2143787	CLIF BAR

**CORRESPONDENCE DATA**

Fax Number: 9194168328

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-004759
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	05/25/2012

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 14, 2012 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent") in favor of Clif Bar Inc. ("Grantor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 23, 2003 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") and the Trademark Security Agreement dated as of December 23, 2003 ("Trademark Security Agreement"), each by and among the Grantor and the Collateral Agent, the Grantor granted to the Collateral Agent, for its benefit and the benefit of the other Lender Parties, a security interest in, and mortgage upon, any and all Grantor's right, title and interest in, to, and under all the Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on February 10, 2004 at Reel 2908 Frame 0979.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of itself and the other Lender Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent, on behalf of itself and the other Lender Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Collateral, including the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as May 15, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as administrative agent thereto.

**IN WITNESS WHEREOF**, the Collateral Agent, on behalf of itself and the other Lender Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

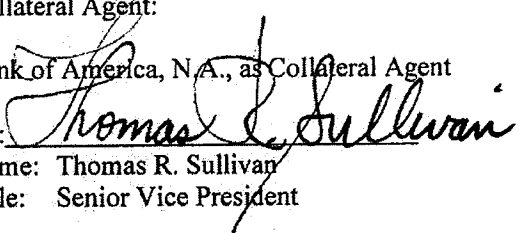
Collateral Agent:

Bank of America, N.A., as Collateral Agent

By:

Name: Thomas R. Sullivan

Title: Senior Vice President

A handwritten signature in black ink, appearing to read "Thomas R. Sullivan", is written over the printed name and title. The signature is fluid and cursive.

Schedule A

U.S. Trademarks Subject to Security Interest  
Granted by Clif Bar Inc.  
In Favor of Bank of America, N.A., as Collateral Agent  
Recorded February 10, 2004 at Reel 2908 Frame 0979

Registered Marks

Mark	Registration No.	Registration Date
MOJO MOUNTAIN MIX and Design	2941780	04/19/05
MOJO	2939853	04/12/05
BUILDER'S	2945915	05/03/05
LUNA MOM'S CLUB	3064298	02/28/06
PEANUT TOFFEE BUZZ	2807508	01/20/04
FILMS BY...FOR...ABOUT WOMEN	2586930	06/25/02
CLIF BAR	2573420	05/28/02
LITTER LEASH	2740720	07/22/03
LUNAFEST	2669967	12/31/02
COOL MINT CHOCOLATE	2558445	04/09/02
LUNA and Design	2582744	06/18/02
THE WHOLE NUTRITION BAR FOR WOMEN	2518024	12/11/01
NUTZ OVER CHOCOLATE	2416447	12/26/00
LEMONZEST	2491560	09/18/01
SHOT	2089043	08/19/97
CLIF	2089042	08/19/97
CLIF BAR and Design	2143787	03/17/98

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