#### 900230593 08/08/2012

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		104/05/2012	Bank - National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Allens, Inc.		
Street Address:	305 East Main Street		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	CORPORATION: ARKANSAS		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	0560051	CHILL-RIPE	
Registration Number:	3103231	CHILL-RIPE	
Registration Number:	1468571	GARDEN CLASSICS	

#### **CORRESPONDENCE DATA**

**Fax Number**: 2126325528

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2126325500

Email: Trademarks@salans.com

Correspondent Name: Lora A. Moffatt

Address Line 1: c/o Salans, 620 Fifth Avenue
Address Line 4: New York, NEW YORK 10020

	TRADEMARK
NAME OF SUBMITTER:	Lora A. Moffatt
ATTORNEY DOCKET NUMBER:	0008008.0002

REEL: 004838 FRAME: 0803

**\$90.00 0560051** 

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Signature:	/lora a moffatt/		
Date:	08/08/2012		
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TRADEMARK REEL: 004838 FRAME: 0804

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of this 5<sup>th</sup> day of April, 2012 and effective nunc pro tunc as of the 30<sup>th</sup> day of March, 2012 (the "Effective Date") and is granted by BANK OF AMERICA, N.A., as Administrative Agent under the Credit Agreement (as defined below) (the "Administrative Agent"), in favor of BONDUELLE USA INC., a Delaware corporation ("Bonduelle") and ALLENS, INC., an Arkansas corporation ("Grantor"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Credit Agreement (as defined below).

#### WITNESSETH:

WHEREAS, reference is made to the Third Amended and Restated Credit Agreement, dated as of July 29, 2011 (as further amended, modified, supplemented or extended from time to time, the "Credit Agreement"), by and among Grantor, the Lenders from time to time party thereto and the Administrative Agent (in such capacity thereunder); and

WHEREAS, reference is made to the Third Amended and Restated Security Agreement, dated as of September 22, 2010 (as further amended, modified, supplemented or extended from time to time, the "Security Agreement"), by Grantor and each Subsidiary of Grantor from time to time party thereto in favor of the Administrative Agent (in such capacity thereunder), pursuant to which Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, certain Liens in, on and with respect to the Assets (as such term is defined in the UCC financing amendment prepared to be filed with the Secretary of State of the State of Arkansas naming Grantor, as debtor, a copy of which is attached hereto as Schedule A; hereinafter, the "Released Assets"); and

WHEREAS, those trademarks set forth on <u>Schedule B</u> hereto (the "<u>Pledged Trademarks</u>") are included in the Released Assets; and

WHEREAS, a Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, in, on and with respect to certain trademarks of Grantor (including, without limitation, the Pledged Trademarks) was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on September 23, 2010 at Reel/Frame 4288/0607 (such Lien, the "<u>USPTO</u> Security Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, Grantor and Bonduelle, intending to be legally bound, hereby agree as follows:

1. Release of Security Interest. Effective as of the Effective Date, the Administrative Agent, on its own behalf and on behalf of its successors, legal representatives and assigns, hereby releases and discharges fully the USPTO Security Interest, as well as any Lien held by the Administrative Agent (for the benefit of the Secured Parties or otherwise) in, on or {00215261 v 1}

NewYork 1502395.2 AMECURRENT 701459951.1 04-Apr-12 11354 with respect to (i) any and all goodwill symbolized by any of the Pledged Trademarks, (ii) any and all applications and registrations with respect to the Pledged Trademarks, and (iii) any and all other right, title and interest in and to the Pledged Trademarks conveyed or pledged under the Security Agreement and/or any other agreement arising from the Security Agreement, and the Administrative Agent hereby reassigns any and all such right, title and interest that it may have in the Pledged Trademarks (if any) to Grantor.

- 2. <u>Further Assurances</u>. The Administrative Agent agrees to take, at the cost and expense of Bonduelle, such further actions reasonably deemed necessary by Bonduelle or Grantor to effect the release of all Liens in, on and with respect to the Pledged Trademarks in favor of the Administrative Agent for the benefit of the Secured Parties, including the filing of any additional terminations or releases (but only after satisfactory review of such terminations or releases by the Administrative Agent).
- 3. Severability. If any provision of this Release, or any part of any provision, is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of the covenants or rights or remedies which shall be given full effect without regard to the invalid portions. If any of the covenants set forth herein is held to be invalid or unenforceable because of the duration of such provision or otherwise, the parties hereto agree that the court making such determination shall have the power to reduce the duration of such provision or otherwise modify such provision and said provision in its reduced or otherwise modified form shall then be enforceable.
- 4. <u>Relation Back to Lien Release Letter</u>. By execution of this Release, the parties hereto acknowledge and agree that this Release shall be deemed to be a United States Patent and Trademark Release set forth on Schedule III of that certain Lien Release Letter dated March 30, 2012 by and among Bonduelle, Grantor and the Administrative Agent.
- 5. <u>Counterparts.</u> This Release may be executed in counterparts, each of which shall constitute an original and both of which, when taken together, shall constitute one and the same agreement. This Release may be executed and delivered via telecopier machine or other form of electronic delivery by any of the parties hereto, which shall be deemed for all purposes as an original.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Release as of the date first above written and to be effective *nunc pro tunc* as of the Effective Date.

ALL	ENS, INC., Grantor
Ву:	Name: Title:
	NK OF AMERICA, N.A., as ninistrative Agent
Ву:	Name: Title:
BOì	NDUELLE USA INC.
Ву:	Name: Daviel Counsalisa Title: V. P. & CFO

{00215261 v 1 }3

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Release as of the date first above written and to be effective nunc pro tunc as of the Effective Date.

ALLENS, INC., Grantor
By: Name: Title:
BANK OF AMERICA, N.A., as Administrative Agent
By: Name: Linda Lov Title: AVP
BONDUELLE USA INC.
By: Name: Title:

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Release as of the date first above written and to be effective *munc pro tunc* as of the Effective Date.

ALI	ENS, INC., Grantor
By:	Rame: Pod FRONCE AVEN Title: CEO
	NK OF AMERICA, N.A., as ninistrative Agent
By:	Name: Title:
BON	NDUELLE USA INC.
Ву:	Name:

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# **SCHEDULE A**

# UCC FINANCING AMENDMENT

(see attached)

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# EXHIBIT A TO UCC-S FINANCING STATEMENT AMENDMENT

Initial Financing Statement File # 7129072249

Reference is made to that certain Asset Purchase Agreement, dated as of March 8, 2012 (the "Agreement"), by and among Debtor, Bonduelle USA Inc. ("Buyet") and, for the limited purposes expressly set forth in the Agreement, Bonduelle Canada Inc. Capitalized terms used but not defined in this UCC-3 Financing Statement Amendment shall have the meanings assigned to such terms in the Agreement.

"Assets" means the following assets and properties of Debtor (but in any case where the description is generic, rather than specific, only to the extent of use or application in connection with the Business):

- (a) Inventory. All finished product, work in process (i.e., bulk frozen vegetables), ingredients and raw materials, paris, totes (to the extent used as containers for the sale of bulk inventory) seed, labels, poly, shipping containers and related packaging supplies of the Business (including any and all of the foregoing stored or housed in third party facilities) (the "Inventory"), but excluding any Damaged or Obsolete Inventory that is rejected by Buyer in accordance with applicable provisions of the Agreement and excluding, for the avoidance of doubt, any inventory related to the Retained Operations.
- (b) Equipment. All tangible personal property owned by Debtor located at the Racilities as of the Closing Date or otherwise used in the Business, and including, without limitation, all furniture, fixtures, furnishings, machinery, equipment, computers, computer equipment and hardware, office equipment, trucks, tractors, vehicles and other transportation equipment, spare parts, paliets, totes (to the extent not included in Inventory (as defined above)) and other items of equipment of any nature whatsoever (collectively, the "Equipment").
- (c) Owned Real Property. The land and other real property, and all buildings, structures, appurtenances and improvements situated thereon, and all easements, privileges or other rights benefiting or used in connection with such real property, owned by Debter and used in connection with the Business at the Facilities (the "Owned Real Property").
- (d) Leased Real Property. All of Debtor's rights and obligations with respect to any leases, subleases, amendments, extensions, renewals, and guaranties of real property with respect to which Debtor is the lessee and which is used in connection with the Business (the "Real Property Leases").
- (e) Contract Rights. All of Debtor's rights and obligations under any contract, arrangement, agreement or understanding (whether oral or written) with respect to the provision of any goods or services by or for the benefit of the Business (the "Assumed Contracts"), including, without limitation, operating leases of equipment (but not capitalized leases of equipment) and any open purchase orders and any related goods in transit for the purchase of inventory items to which Debtor is committed for the Business and any open, unaccepted purchase orders from customers, solely to the extent used by or applicable to the Business.

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- Owned Intellectual Property. All of the following owned, used or held for use by Debtor exclusively in connection with the Business, each existing in any jurisdiction worldwide: (i) trademarks, service marks, trade dress, product names, logos and trade names and all goodwill associated therewith, along with all registrations thereof and registration applications therefor (the "Owned Trademarks"); (ii) product formulae and product processes, information, ideas, methods, procedures, algorithms, technical data, specifications, inventions, creations, improvements, trade secrets and confidential information (including research and development information), know-how and manufacturing; (iii) works of authorship, drawings, designs, patterns, plans and copyrightable works; (iv) applications and registrations for the foregoing and renewals or extensions thereof; (v) all tangible embodiments of each of the foregoing (in whatever form and media); and (vi) all claims and causes of action relating to any of the foregoing, and including claims and causes of action for past, present or future infringement or misappropriation (collectively, the "Owned Intellectual Property").
- (g) Licensed Intellectual Property. All of Debtor's rights and obligations under any license, sublicense or franchise for intellectual property owned by a third party with respect to which Debtor is the licensee, sublicensee or franchises and which is used or held for use exclusively in connection with the Business and all other consents, co-existence agreements, indemnifications, forbearances to suc, settlement agreements, compulsory license, shop-right or cross-licensing arrangements, as well as and any license, sublicense or other agreement pursuant to which Debtor is a party relating to the Owned Intellectual Property (the "Third Party IP Licenses"), other than any license implied by the sale of a product and licenses for generally available off-the-sholf software.
- (h) Books and Records. All customer and supplier lists and records, cost and pricing information, price lists, databases, email records, mailing lists, marketing, sales, supply and promotional materials and records (including digital artwork), menuals, training materials, data and similar items, and all books, records and flies and computer software (but only such computer software to the extent the same was purchased along with a particular computer and which computer constitutes Equipment) to the extent associated with the Business, correspondence, memoranda and other available documents or papers and other evidence thereof to the extent relating to the Business (collectively, the "Books and Records").
- (i) Permits. All Permits owned or held by Debtor that relate exclusively to the Business, and all rights related thereto, other than such Permits as are not assignable pursuant to their express terms or applicable Law.
- (j) Telephone Numbers. All telephone numbers owned or leased by Debter which are associated with the Business and the Facilities.
- (k) Goodwill. All goodwill and other intengible assets solely to the extent associated with the Business, including the exclusive right of Buyer to represent itself as carrying out the Business in succession of Debtor.

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# SCHEDULE B

# **TRADEMARKS**

Trademark	Registration Nos.	Registration Date	Description
CHILL-RIPE	0560,051	June 17, 1952	IC 029. US 046. Frozen seedless purees of fruits and berries, whole fruits and berries, and sliced, diced and halved fruit.
CHILL-RIPE	3,103,231	June 13, 2006	IC 029. US 046. Processed fruits, processed vegetables, mozzarella sticks, veggie fruits, frozen vegetables.
			IC 030. US 046. G & S: French toast sticks, pasta, and hush puppies.
GARDEN CLASSICS	1,468,571	December 8, 1987	IC 031. US 046. Frozen vegetables.

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**RECORDED: 08/08/2012** 

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