

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
BMO Harris Bank N.A., as Administrative Agent	FORMERLY Harris N.A., Harris Trust and Savings Bank	09/20/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Buehler Foods, Inc.		
Street Address:	1100 West 12th Avenue		
City:	Jasper		
State/Country:	INDIANA		
Postal Code:	47547		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78389992	NOZZ	
Serial Number:	78390066		
CORRESPONDENCE DATA			
Fax Number:	3128035299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	9933092		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$65.00 78389992

Signature:	/richard kalwa/
Date:	09/21/2012
Total Attachments: 4 source=3269412#page1.tif source=3269412#page2.tif source=3269412#page3.tif source=3269412#page4.tif	

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated September 20, 2012 by BMO HARRIS BANK N.A., a national banking association formerly known as Harris N.A. as successor by merger with Harris Trust and Savings Bank, as administrative agent (the "*Secured Party*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603;

WITNESSETH:

WHEREAS, Buehler Foods, Inc., an Indiana corporation (the "*Debtor*") with its principal place of business and mailing address at 1100 West 12th Avenue, Jasper, Indiana 47547, and the Secured Party were parties to a certain Trademark Collateral Agreement dated February 3, 2005 between the Debtor and the Secured Party which was recorded in the United States Patent and Trademark Office on February 11, 2005 at Reel 003036, Frame 0125 (the "*Agreement*"), pursuant to which the Debtor granted to the Secured Party, a security interest in and collateral assignment of, among other things, the trademarks, trademark registrations, trademark applications, and trademark licenses listed on Schedule A-1 and Schedule A-2 attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademark Property and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BMO HARRIS BANK N.A., as Administrative
Agent

By Richard A. Garcia
Name Richard A. Garcia
Title Vice President

**SCHEDULE A-1
TO RELEASE AND REASSIGNMENT OF TRADEMARKS**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
	-NONE-	

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
NOZZ	78389992	3/24/04
(2) DESIGN ONLY	78390066	3/24/04

COMMON LAW MARKS AND TRADE NAMES

Buy-Low
Buchler Fresh Market
Buehler's Buy-Low
Save-A-Lot

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

-NONE-

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

-NONE-

**SCHEDULE A-2
TO RELEASE AND REASSIGNMENT OF TRADEMARKS**

TRADEMARK LICENSES

-NONE-