# 900241192 12/13/2012

# 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
General Electric Captial Corporation, as Agent		12/10/2012	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Hertiage Trading Company, LLC		
Street Address:	1020 NW Ambassador Drive		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64153		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

# PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3185001	HERITAGE TRADING CO
Registration Number:	3624617	HERITAGE TRADING CO

# **CORRESPONDENCE DATA**

**Fax Number**: 3125585700

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

via US Mail.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1740-262
NAME OF SUBMITTER:	Laura Konrath

TRADEMARK REEL: 004918 FRAME: 0768 \$65.00 3185

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Signature:	/Laura Konrath/		
Date:	12/13/2012		
Total Attachments: 4 source=3Hertiage Trading release#page1.ti source=3Hertiage Trading release#page2.ti source=3Hertiage Trading release#page3.ti source=3Hertiage Trading release#page4.ti	f f		

TRADEMARK REEL: 004918 FRAME: 0769

# RELEASE OF TRADEMARK SECURITY INTEREST

(Heritage Trading Company, LLC)

This Release of Trademark Security Interest (this "Release") is dated as of December 10, 2012 by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Secured Parties (the "Assignor"), in favor of HERITAGE TRADING COMPANY, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms not defined herein have their respective meanings ascribed in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions set forth in that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of June 22, 2011 by the Assignee in favor of the Assignor, the Assignee granted to the Assignor, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Assignee's right, title and interest in and to the following property, whether then or thereafter existing, owned or acquired by the Assignee, and wherever located (the "Trademark Collateral"): (a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, then existing or thereafter adopted or acquired including those referred to in Schedule I thereto, whether then in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks"); (b) all Trademark licenses for the grant by or to such Assignee of any right to use any Trademark; (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b); (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and (e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), including any claim by such Assignee against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on June 23, 2011 at Reel/Frame number 004568/0521; and

WHEREAS, the Obligations have been fully paid, the Trademark Security Agreement has been terminated, and the Assignor desires to release its lien on and security interest in the Trademark Collateral.

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> TRADEMARK REEL: 004918 FRAME: 0770

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

- 1. The Assignor hereby irrevocably terminates, discharges, cancels and releases its continuing security interest in all of the Assignee's right, title and interest in and to the Trademark Collateral, including, without limitation, in the trademarks and applications listed on Schedule I hereto (including all renewals thereof), and reassigns, grants and conveys (without any representation, warranty, recourse or undertaking by the Assignor) all of its right, title and interest, if any, in and to all of the goodwill of the business connected with the use of, and symbolized by, such Trademark Collateral to the Assignee.
- 2. The Assignor hereby consents to the recording of , and hereby authorizes the Assignee, or the Assignee's authorized representative, to record, this Release with the United States Patent and Trademark Office.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

> GENERAL ELECTRIC CAPITAL CORPORATION, as Assignor

Name:

Title: \_

Jack F. Morrone

Duly Authorized Signatory

# SCHEDULE I

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	HERITAGE TRADING CO & Design	Registered	78/977,426	21-Mar-2003	3,185,001	12-Dec-2006	25	12-Dec-2016
USA	HERITAGE TRADING CO & Design	Registered	78/228,334	21-Mar-2003	3,624,617	19-May-2009	35	19-May-2019

TRADEMARK
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**RECORDED: 12/13/2012**