

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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		01/23/2013	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Champion RetailCo, LLC		
Street Address:	12121 Champion Way		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45251		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4111170	CLOSE THE WINDOW ON HUNGER	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868118		
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:	327000-11238 JES		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$40.00 4111170

Date:

01/25/2013

**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 January 23, 2013 ("Release"), is made by **BANK OF AMERICA, N.A.**, as Collateral Agent ("Collateral Agent") in favor of **CHAMPION RETAILCO, LLC**, a Delaware limited liability company ("Pledgor").

**WHEREAS**, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of January 27, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Pledgor, the Collateral Agent, and other parties thereto, Pledgor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in any and all right, title and interest of Pledgor in, to, and under all the Trademarks of the Pledgor, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing ("Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Pledgor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Trademark Security Agreement dated as of May 24, 2012 and recorded on May 25, 2012 at Reel 4787 Frame 0903 ("Trademark Security Agreement").

**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 the Secured Parties, and Pledgor 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 the Secured 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 Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

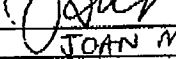
(b) authorizes the recordation of this Release with the USPTO at Pledgor's expense.

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

**IN WITNESS WHEREOF**, the Collateral Agent, on behalf of the Secured 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: JOAN MOK  
Title: VICE PRESIDENT

Champion RetailCo, LLC  
Termination and Release of Security Interest in Trademarks

TR11832968v3

**TRADEMARK**  
**REEL: 004949 FRAME: 0127**

Schedule A

U.S. Trademark Subject to Security Interest  
Granted by Champion RetailCo, LLC  
In Favor of Bank of America, N.A., as Collateral Agent  
Recorded May 25, 2012 at Reel 4787 Frame 0903

Registered Mark

Mark	Registration No.	Registration Date
CLOSE THE WINDOW ON HUNGER	4111170	03/13/12