

## 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
HSBC BANK PLC		05/02/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ELLA'S KITCHEN (IP) LIMITED c/o 2020 Chartered Accountants		
Street Address:	1 St. Andrew's Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4V5BY		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4266060	ELLA'S KITCHEN	
Registration Number:	3784824	ELLA'S KITCHEN	
Registration Number:	4014812	ELLA'S	
Registration Number:	4174120	ELLA'S KITCHEN BABY BREKKIE	
Registration Number:	4198486	ELLA CYCLE	
CORRESPONDENCE DATA			
Fax Number:	617345474		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(860) 275-0523		
Email:	mabucci@daypitney.com, trademarks@daypitney.com, edugan@daypitney.com		
Correspondent Name:	Michael A. Bucci		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	707337-000050-EAD		

CH \$140.00 4266060

**DOMESTIC REPRESENTATIVE**

**Name:**

**Address Line 1:**

**Address Line 2:**

**Address Line 3:**

**Address Line 4:**

**NAME OF SUBMITTER:**

Michael A. Bucci

**Signature:**

/Michael A. Bucci/

**Date:**

05/13/2013

**Total Attachments: 8**

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DATED 2 MAY 2013

(1) HSBC BANK PLC

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DEED OF RELEASE

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Pinsent Masons

TRADEMARK  
REEL: 005026 FRAME: 0572

THIS DEED is made on 2 May 2013

BY:-

- (1) HSBC BANK PLC (the "Bank");
- (2) THE COMPANIES listed in Schedule 1 hereto (each a "Released Company" and together the "Released Companies").

WHEREAS:-

- (A) By the documents short particulars of which are set out in Schedule 2 hereto (the "Security Documents"), the Released Companies charged, mortgaged, assigned or otherwise granted security over all or certain of their property, assets, rights and undertaking (the "Assets") to the Bank as security for the payment and discharge of all monies, obligations and liabilities therein covenanted to be paid and discharged.
- (B) Pursuant to a share sale transaction in relation to the shares of Ella's Kitchen Group Limited and satisfaction and discharge of all of the present and future liabilities and obligations under a £3,000,000 Multicurrency Revolving Credit Facility Agreement dated 28 February 2012 made between Ella's Kitchen Group Limited and the Bank (the "Revolving Credit Facility"), secured by the Security Documents, the Bank has agreed to execute this Deed by way of acknowledgment of the release of the Assets from all of the charges and securities contained in the Security Documents and the satisfaction and discharge by each Released Company of all of the present and future liabilities and obligations under the Revolving Credit Facility.

IT IS AGREED as follows:-

1. The Bank hereby unconditionally and irrevocably (notwithstanding any provision to the contrary in the Security Documents or elsewhere) releases the Assets from all mortgages, charges, liens, pledges, encumbrances and other security interests created by the Security Documents and all claims and demands thereunder and (insofar as may be necessary) reassigns all (if any) of the Bank's right, title and interest in and to the Assets to each Released Company to hold free from all such mortgages, charges, liens, pledges encumbrances and other security interests.
2. The Bank hereby acknowledges the satisfaction and discharge by or on behalf of each Released Company of all present and future monies, obligations and liabilities under the Revolving Credit Facility.
3. The Bank confirms that as at the date of this Deed it has not taken any action to crystallise and is not aware, without making specific enquiry, of any event that has occurred which would cause the crystallisation of any floating charge contained in the Security Documents.
4. The Bank agrees that it will do all things and execute any further documents or deeds as any Released Company may reasonably require for the purpose of giving effect to this Deed.
5. As to any Security Document registered in the United States of America, the Bank authorises the relevant Released Company (or its United States legal advisers) to file such UCC-3 termination statements as the relevant Released Company may deem necessary or appropriate in connection with the termination of such Security Documents and the security interests created thereunder.
6. The Released Companies shall reimburse the Bank on demand for all reasonable charges and expenses (including, but not limited to, charges and expenses of legal advisers) incurred by the Bank in connection with this Deed and any action taken by the Bank pursuant to Clause 4 together with all applicable value added taxes.
7. This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

IN WITNESS of which this Deed has been duly executed by the Bank as a deed and has been delivered on the first date specified on page 1 of this Deed.

**SCHEDULE 1**  
**THE RELEASED COMPANIES**

<b>Company</b>	<b>Company Number</b>
Ella's Kitchen Group Limited	06792345
Ella's Kitchen (Brands) Limited	05183743
Ella's Kitchen (IP) Limited	06957235
Ella's Kitchen International Limited	05010368
Ella's Kitchen, Inc.	(a Delaware corporation)

## **SCHEDULE 2**

### **THE SECURITY DOCUMENTS**


1. Debenture dated 28 February 2012 between Ella's Kitchen Group Limited, Ella's Kitchen (Brands) Limited, Ella's Kitchen (IP) Limited, Ella's Kitchen International Limited and HSBC Bank plc.
2. Security Agreement dated 28 February 2012 between Ella's Kitchen, Inc. and HSBC Bank plc.
3. Stock Pledge Agreement dated 28 February 2012 between Ella's Kitchen International Limited and HSBC Bank plc.
4. Intercreditor Agreement, dated 28 February 2012 between HSBC Bank plc and Goodman Factors.
5. Assignment, dated 14 May 2012 between Ella's Kitchen (Brands) Limited and HSBC Bank plc.

EXECUTED AS A DEED by  
HSBC BANK PLC by the signature of



its duly authorised attorney in the presence of:

) S. R. Addeo  
) Deputy Head of Corporate Banking  
) Thames Valley Corporate Banking Centre  
) HSBC Bank Plc.

Signature of witness: 

Name of witness: TRACEY JANINE O'BOYLE.

Address: APEX PLAZA, READING, BERKS RG1 1AX

BY THIS POWER OF ATTORNEY given the 18<sup>th</sup> day of April two thousand and thirteen HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints **SIMON ADDIS** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

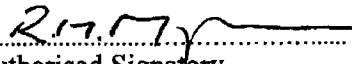
1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written.

The COMMON SEAL of HSBC Bank plc was hereunto affixed in the presence of:




  
.....  
Authorised Signatory



  
.....  
Authorised Counter Signatory

I CERTIFY THIS IS A  
TRUE AND FAIR COPY  
OF THE ORIGINAL  
TJCB  
TRACEY CATO  
SENIOR CORPORATE BANKING  
MANAGER  
HSBC BANK PLC  
01/05/13



**SCHEDULE 4 DETAILS OF INTELLECTUAL PROPERTY**

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Device	Ellie's Kitchen (IP) Limited	Australia	5 8 16 21 25 28 29 30 32 41 43	PENDING	07/07/2011		1104225		119036.AU.01
ELLA'S KITCHEN	Words	Ellie's Kitchen (IP) Limited	Australia	5 8 16 21 25 28 29 30 32 41 43	PENDING	21/09/2011		1449643		137017.AU.01
	Device	Ellie's Kitchen (IP) Limited	Canada	5 8 16 21 25 28 29 30 32 41 43	PENDING	07/07/2011		1534712		119036.CA.01
ELLA'S KITCHEN	Words	Ellie's Kitchen (IP) Limited	Canada	5 8 16 21 25 28 29 30 32 41 43	PENDING	03/10/2011		1546183		137017.CA.01
	Device	Ellie's Kitchen (IP) Limited	European Community	5 8 16 21 25 28 29 30 32 41 43	REGISTERED	07/01/2011	07/01/2021	009646821	009646821	119036.EM.01
ELLA CYCLE	Words	Ellie's Kitchen (IP) Limited	European Community	5 29 30 32 40	REGISTERED	19/07/2011	19/07/2021	010134674	010134674	121232.EM.01
ELLA'S	Word	Ellie's Kitchen (IP) Limited	European Community	5 29 30 32	REGISTERED	15/01/2010	15/01/2020	008812802	008812802	119255.EM.01
ELLA'S EXPLORERS	Words	Ellie's Kitchen (IP) Limited	European Community	16 21 41	REGISTERED	07/01/2011	07/01/2021	009644964	009644964	119035.EM.01
ELLA'S KITCHEN	Words	Ellie's Kitchen (IP) Limited	European Community	5 8 16 21 25 28 29 30 32 41 43	REGISTERED	07/01/2011	07/01/2021	009645953	009645953	137017.EM.01
ELLA'S KITCHEN BABY BREKKIE	Words	Ellie's Kitchen (IP) Limited	European Community	5 29 30	REGISTERED	10/12/2010	10/12/2020	009589805	009589805	118901.EM.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
ELLA'S ORGANIC	Words	Ella's Kitchen (IP) Limited	European Community	5 29 30 32	REGISTERED	06/09/2007	06/09/2017	006259055	006259055	137205.EM.01
THE RED ONE	Words	Ella's Kitchen (IP) Limited	European Community	5 29 30 32	REGISTERED	07/01/2011	07/01/2021	009844659	009844659	119037.EM.01
	Device	Ella's Kitchen (IP) Limited	International	5 8 16 21 25 28 29 30 32 41 43	REGISTERED	07/07/2011	07/07/2021	1104225	1104225	119036.WO.01
ELLA'S KITCHEN	Words	Ella's Kitchen (IP) Limited	United Kingdom	30	REGISTERED	15/01/2010	15/01/2020	2536340	2536340	137017.GB.02
ELLA'S KITCHEN	Words	Ella's Kitchen (IP) Limited	United Kingdom	5 29 32	REGISTERED	22/07/2004	22/07/2014	2368808	2368808	137017.GB.01
	Device	Ella's Kitchen (IP) Limited	United States	5 8 16 21 25 28 29 30 32 41 43	PENDING	07/07/2011		1104225		119036.US.01
ELLA CYCLE	Words	Ella's Kitchen (IP) Limited	United States	5 29 30 32 40	PENDING	01/02/2012		85/531134		121232.US.01
ELLA'S	Word	Ella's Kitchen (IP) Limited	United States	5 29 30 32	REGISTERED	29/06/2010	23/08/2016	86/074357	4014812	115255.US.01
ELLA'S KITCHEN	Words	Ella's Kitchen (IP) Limited	United States	30	ACCEPTED	03/02/2009		77/662406		137017.US.02
ELLA'S KITCHEN	Words	Ella's Kitchen (IP) Limited	United States	5 29 32	REGISTERED	03/02/2009	04/06/2015	77/979204	3784824	137017.US.01
ELLA'S KITCHEN BABY BREKKIE	Words	Ella's Kitchen (IP) Limited	United States	5 29 30	PENDING	09/06/2011		85/342122		118901.US.01

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