

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 Montreal, as Administrative Agent		07/09/2013	Canadian Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Udi's Healthy Foods, LLC		
Street Address:	12000 E. 47th Avenue		
Internal Address:	Suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3079722	UDI'S	
Registration Number:	3095332	UDI'S	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-859-8000		
Email:	teas@ffhsj.com,henry.lebowitz@friedfrank.com		
Correspondent Name:	Henry Lebowitz		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	32639-8 LEBOWITZ		
NAME OF SUBMITTER:	Henry Lebowtiz		

TRADEMARK

Signature:	/HCL/
Date:	07/09/2013
Total Attachments: 4 source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page1.tif source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page2.tif source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page3.tif source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page4.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of July 9, 2013, by Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch, in its capacity as administrative agent for the Secured Creditors (in such capacity, the "Administrative Agent"), in favor of Udi's Healthy Foods, LLC, a Colorado limited liability Company, (the "Debtor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Collateral Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Debtor is a party to that certain Credit Agreement, dated as of July 2, 2012, by and among the Debtor, certain Affiliates of the Debtor, and the Administrative Agent, (as amended, modified or restated from time to time, the "Credit Agreement"), pursuant to which the Debtor executed and delivered that certain Trademark Collateral Agreement, dated as of July 2, 2012 (as amended, modified or restated from time to time, the "Trademark Collateral Agreement");

WHEREAS, the Debtor and certain affiliates of the Debtor entered into a Security Agreement Re. Intellectual Property, dated as of July 2, 2012 (as amended, modified or restated from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which Debtor granted a security interest to the Administrative Agent in certain trademarks, trademark registrations and trademark applications;

WHEREAS, pursuant to the Trademark Collateral Agreement, the Debtor granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in the following property, to secure the payment and performance of all Secured Obligations of the Debtor: (i) each trademark, trademark registration and trademark application listed on Schedule A thereto and 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) all proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A thereto and hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages (collectively, the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 4813/0462 on July 2, 2012; and

WHEREAS, the Administrative Agent acknowledges full performance of the Debtor's Secured Obligations and accordingly has agreed to release the grant of its security interest in the Trademark Collateral, and to reconvey any and all rights it may have in the Trademark Collateral to the Debtor;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges its security interest in the Trademark Collateral, and re-assigns to the Debtor any and all right, title or interest it may have in such Trademark Collateral.

The Administrative Agent hereby authorizes the Debtor, or the Debtor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Administrative Agent in the Trademark Collateral.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first above written.

BANK OF MONTREAL,
as Administrative Agent

By:


Name: **Philip Langheim**
Title: **Managing Director**

SCHEDULE A
U.S. REGISTERED TRADEMARKS

Owner	Trademark	Registration No.	Registration Date
Udi's Healthy Foods, LLC	UDI'S	3,079,722	11-April-2006
Udi's Healthy Foods, LLC	UDI'S	3,095,332	23-May-2006