

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
GFA Brands, Inc. (as successor in interest to SB Glutino, L.P.)		07/09/2013	LIMITED PARTNERSHIP: DELAWARE
Bank of Montreal, as Administrative Agent		07/09/2013	Canadian Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	GFA Brands, Inc. (as successor in interest to SB Glutino, L.P.)		
Street Address:	115 West Century Road		
Internal Address:	Suite 260		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3989209	GLUTINO	
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		

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NAME OF SUBMITTER:	Henry Lebowtiz
Signature:	/HCL/
Date:	07/09/2013
Total Attachments: 4 source=5 Boulder - 2012 Trademark Release (SB Glutino, L.P.) (Executed)#page1.tif source=5 Boulder - 2012 Trademark Release (SB Glutino, L.P.) (Executed)#page2.tif source=5 Boulder - 2012 Trademark Release (SB Glutino, L.P.) (Executed)#page3.tif source=5 Boulder - 2012 Trademark Release (SB Glutino, L.P.) (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 GFA Brands, Inc. (as successor in interest to SB Glutino, L.P.), a Delaware corporation, (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 4813/0449 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
GFA Brands, Inc. (as successor in interest to SB Glutino, L.P.)	GLUTINO	3,989,209	05-Jul-2011