

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
Union Bank, N.A.		07/09/2013	Bank: CALIFORNIA

RECEIVING PARTY DATA

Name:	Overhill Farms, Inc.
Street Address:	2727 E. Vernon
City:	Vernon
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	CORPORATION: NEVADA

Name:	Overhill L.C. Ventures, Inc.
Street Address:	2727 E. Vernon
City:	Vernon
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1228615	OVERHILL FARMS
Registration Number:	2426195	LATIN CRAVINGS
Registration Number:	1976052	CHICAGO BROTHERS CHEFMASTER PREMIER ENTR
Registration Number:	2193528	CHICAGO BROTHERS
Registration Number:	2193529	CHICAGO BROTHERS
Registration Number:	2192150	CHICAGO BROTHERS
Registration Number:	1300816	CHICAGO BROTHERS
Registration Number:	1557055	FLORENCE PASTA & CHEESE

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Registration Number:	1555943	FLORENCE PASTA & CHEESE
Registration Number:	2071694	FLORENCE

**CORRESPONDENCE DATA**

Fax Number: 7145469035  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 714-641-5100  
Email: fsanders@rutan.com  
Correspondent Name: Rutan & Tucker, LLP  
Address Line 1: 611 Anton Blvd., Suite 1400  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022714-0031
NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	07/10/2013

Total Attachments: 3  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Termination and Release") is dated as of July 9, 2013, from UNION BANK, N.A. (the "Secured Party"), to OVERHILL FARMS, INC., a Nevada corporation (the "Company"), and OVERHILL L.C. VENTURES, INC., a California corporation ("Overhill Ventures"), and collectively with the Company, the "Grantors").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") was granted by the Grantors in favor of the Secured Party pursuant to that certain Patent, Trademark and Copyright Security Agreement, dated November 24, 1999, as amended by that certain First Amendment to the Security Agreement, dated August 25, 2000, and that certain Second Amendment to the Security Agreement, dated October 29, 2002 (as amended, the "Security Agreement"), to certain Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, those trademarks listed on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agrees as follows:

1. Release of Security Interest. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.
2. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, all at the sole cost and expense of the Company. The Secured Party grants permission to the Company to record this document with the United States Patent and Trademark Office, and to file UCC termination statements effecting the release of the Secured Party's Security Interest in the Trademark Collateral in all applicable jurisdictions.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in the Trademark Collateral by its duly authorized officer as of the date first written above.

UNION BANK, N.A.

By: 

Name: Rafael Vistan

Title: Vice President

**SCHEDULE A**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
OVERHILL FARMS	73/280,845	10/07/80	1,228,615	02/22/83
DINE-2-NITE	74/391,238	05/17/93	N/A	N/A
LATIN CRAVINGS	75/663,736	03/19/99	2,426,195	02/06/01
CHICAGO BROTHERS CHEFMASTER PREMIER ENTREES	74/614,979	12/27/94	1,976,052	05/28/96
CHICAGO BROTHERS & Design 	75/323,655	07/14/97	2,193,528	10/06/98
CHICAGO BROTHERS & Design 	75/323,656	07/14/97	2,193,529	10/06/98
CHICAGO BROTHERS & Design 	75/323,653	07/14/97	2,192,150	09/29/98
CHICAGO BROTHERS	73/383,151	09/01/82	1,300,816	10/16/84
FLORENCE PASTA & CHEESE & Design 	73/717,387	03/18/88	1,557,055	09/19/89
FLORENCE PASTA & CHEESE	73/717,390	03/18/88	1,555,943	09/12/89
FLORENCE	75/121,143	06/10/96	2,071,694	06/17/97
READY-TO-GO	N/A	N/A	N/A	N/A

Signature Page to Termination and Release of Security Interest in Trademark Collateral