

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights - Term Loan		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		07/12/2013	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Gavilon Group, LLC		
<b>Street Address:</b>	Eleven ConAgra Drive		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3664537	GAVILON	
<b>Registration Number:</b>	3664536	GAVILON	
<b>Serial Number:</b>	77838911	ADAPT-997	
<b>Serial Number:</b>	85113177	CHOOSE WELL. BE WELL. GAVILON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(212) 455-7803		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Jodie Sopher Pimentel, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1399		

CH \$115.00 3664537

NAME OF SUBMITTER:	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	07/17/2013
<b>Total Attachments: 4</b> source=T-R Term Loan SI Gavilon TM2#page1.tif source=T-R Term Loan SI Gavilon TM2#page2.tif source=T-R Term Loan SI Gavilon TM2#page3.tif source=T-R Term Loan SI Gavilon TM2#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS – TERM LOAN**

TERMINATION AND RELEASE dated as of July 12, 2013, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") to The Gavilon Group, LLC, a Delaware limited liability company, located at Eleven ConAgra Drive, Omaha, Nebraska 68102 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 6, 2010, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Borrower and certain subsidiaries of the Borrower to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, between the Agent and Borrower dated December 6, 2010 (the "Trademark Security Agreement"), Borrower, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 20, 2011 at Reel 4436 and Frame 0600 and on January 13, 2011 at Reel 4452 and Frame 0855; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent 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.

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

JPMORGAN CHASE BANK, N.A.

By:  
Name:  
Title:



Brian Knapp  
Vice President

STATE OF New York  
COUNTY OF New York

ss.:

On this 11 day of July, 2013 before me personally appeared Brian Krage to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Adrea Adams  
Notary Public

(Affix Seal Below)

ADREA S. ADAMS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BRONX COUNTY  
REG. #20140237611  
MY COMB. EXP. MARCH 28, 2018

Schedule A

TRADEMARKS / SERVICE MARK REGISTRATIONS

<u>Name of Borrower</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
The Gavilon Group, LLC	United States	Gavilon Work Mark	08/04/2009	3,664,537
The Gavilon Group, LLC	United States	Gavilon with Bird Design	08/04/2009	3,664,536

TRADEMARK / SERVICE MARK APPLICATIONS

<u>Name of Borrower</u>	<u>Jurisdiction</u>	<u>Mark Application</u>	<u>Filing Date</u>	<u>Serial No.</u>
The Gavilon Group, LLC	United States	ADAPT-997	10/01/2009	77/838,911
The Gavilon Group, LLC	United States	Choose Well. Be Well.	08/23/2010	85/113,177