

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights - Term Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		07/12/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gavilon Grain, LLC (as successor by merger to DeBruce Grain, Inc.)		
Street Address:	Eleven ConAgra Drive		
Internal Address:	Suite 11-160		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3113682	DB G DEBRUCE GRAIN INC.	
Registration Number:	3031548	DEBRUCE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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) 455-7803		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jodie Sopher Pimentel, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1399		
NAME OF SUBMITTER:	Jodie Sopher Pimentel		

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Signature:	/jsp/
Date:	07/17/2013
Total Attachments: 4 source=T-R Term Loan SI Gavilon#page1.tif source=T-R Term Loan SI Gavilon#page2.tif source=T-R Term Loan SI Gavilon#page3.tif source=T-R Term Loan SI Gavilon#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 Gavilon Grain, LLC, a Delaware limited liability company, as successor by merger to DeBruce Grain, Inc., located at Eleven ConAgra Drive, Suite 11-160, Omaha, NE, 68102 (the "Grantor").

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") and the assumption agreement (the "Assumption Agreement"), a security interest (the "Security Interest") was granted by the Grantor 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 Grantor dated December 31, 2010 (the "Trademark Security Agreement"), Grantor, 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 January 13, 2011 at Reel 4452 and Frame 0829; 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:

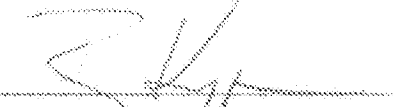

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning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

STATE OF New York
COUNTY OF New York

ss.:

On this 11 day of July, 2013 before me personally appeared Brian Krupp 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. #01AD8207811
MY COMM. EXP. MARCH 28, 2015

Schedule A

TRADEMARKS / SERVICE MARK REGISTRATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Owner / Grantor</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Registered</u>
DB G DEBRUCE GRAIN (and design)	United States	DeBruce Grain, Inc.	78/405,940	4/21/2004	3,113,682	7/11/2006
DEBRUCE	United States	DeBruce Grain, Inc.	78/406,199	4/22/2004	3,031,548	12/20/2005