

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
First Niagara Bank, N.A.		08/06/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Harris Soup Company
Street Address:	17711 N.E. Riverside Parkway
City:	Portland
State/Country:	OREGON
Postal Code:	97230
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3028620	BAD JACK'S
Registration Number:	2524452	HEAVEN'S DELIGHT
Registration Number:	3054527	SMOKIN' STAMPEDE
Registration Number:	3167028	HARRY'S
Registration Number:	3180733	JUMPIN' JILLIE'S
Registration Number:	3573385	HARRY'S FRESH FOODS
Registration Number:	2221780	STEAKMAN JACK'S
Registration Number:	2371273	DAD'S BATHTUB
Registration Number:	3796044	HARRY'S FRESH FOODS HEALTHY BISTRO

CORRESPONDENCE DATA

Fax Number: 5037785299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 503-778-5254

CH \$240.00 3028620

Email: sandititzler@dwt.com
Correspondent Name: Sandi Titzler, Davis Wright Tremaine
Address Line 1: 1300 SW Fifth Avenue, Suite 2400
Address Line 4: Portland, OREGON 97201-5610

ATTORNEY DOCKET NUMBER:	96515-4
NAME OF SUBMITTER:	Sandi Titzler, Davis Wright Tremaine
Signature:	/Sandi Titzler/
Date:	08/19/2013

Total Attachments: 7
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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), is made and effective August 6, 2013, and granted by FIRST NIAGARA BANK, N.A. (the "**Lender**") in favor of THE HARRIS SOUP COMPANY, an Oregon corporation ("**HSC**"), HARRY'S REAL ESTATE PARTNERS, L.L.C., an Oregon limited liability company ("**HREP**"), and HARRY'S FINANCE, INC. (together with HSC and HREP, each a "**Grantor**" and collectively, the "**Grantors**").

WITNESSETH

WHEREAS, each Grantor has entered into that certain Credit Agreement (the Credit Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the "**Credit Agreement**") dated effective December 23, 2010, by and among Grantors and Lender;

WHEREAS, each Grantor has entered into a Security Agreement (the Security Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the "**Security Agreement**"), dated as of December 23, 2010 pursuant to which certain obligations owed to the Lender are secured;

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into an Intellectual Property Security Agreement dated as of December 23, 2010 (the Intellectual Property Security Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the "**IP Security Agreement**") granting a security interest in the Intellectual Property Collateral (as defined therein).

WHEREAS, the Intellectual Property Security Agreement was recorded at the U.S. Patent and Trademark Office at Reel No. 004456/Frame 0343 on January 21, 2011.

WHEREAS, the Grantors have requested that the Lender enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest of the Lender pursuant to the Security Agreement and the IP Security Agreement (the "**Security Agreements**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Release. Lender, its successors and assigns, terminates, releases and discharges its security interest in and to the Intellectual Property Collateral, and all other right, title and interest in and to the Intellectual Property Collateral and reassigns to the Grantors any and all such right, title and interest that it may have in the Intellectual Property Collateral.

2. Governing Law and Miscellaneous. This Release shall be construed by the laws of the Commonwealth of Pennsylvania as the same may from time to time be in effect. All terms,

unless otherwise defined in this Agreement or in the Security Agreements, shall have the definitions set forth in the Credit Agreement, or if not defined therein, in the Uniform Commercial Code adopted in the Commonwealth of Pennsylvania, as the same may from time to time be in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Lender has caused this Release of Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunder as of the date first written above.

FIRST NIAGARA BANK, N.A.

By: [Signature]

Name: Jeffrey Kridler

Title: Vice President

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 19 day of August, 2013, before me personally appeared Jeffrey Kridler, being duly sworn, did depose and say that he is the above-indicated officer of First Niagara Bank, N.A., the corporation described in and which executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the corporation.

[Signature]
Notary Public
Printed Name: SUSAN Z MAZUR

My Commission Expires: May 21, 2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan Z. Mazur, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 21, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Acknowledged by:

THE HARRIS SOUP COMPANY

By: 

Name: Claudia Pieropan

Title: Chief Financial Officer

HARRY'S REAL ESTATE PARTNERS, L.L.C.

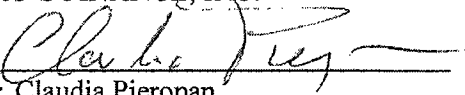
By: HARRY'S FINANCE, INC., as sole member and manager

By: 

Name: Claudia Pieropan

Title: Chief Financial Officer

HARRY'S FINANCE, INC.

By: 

Name: Claudia Pieropan

Title: Chief Financial Officer

[Signature Page to Release]

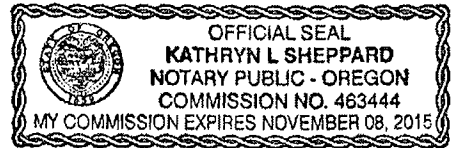
ACKNOWLEDGEMENT

STATE OF Oregon)
) SS:
COUNTY OF Multnomah)

On this, the 16 day of August, 2013, before me, a Notary Public, the undersigned officer, personally appeared Claudia Pieropan, being duly sworn, did depose and say that she is the above-indicated officer of THE HARRIS SOUP COMPANY (the "Company"), and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn L Sheppard
Notary Public

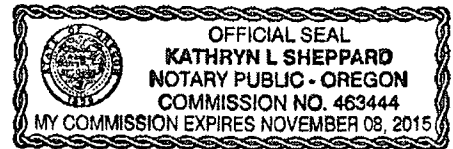


STATE OF Oregon)
) SS:
COUNTY OF Multnomah)

On this, the 16 day of August, 2013, before me, a Notary Public, the undersigned officer, personally appeared Claudia Pieropan, being duly sworn, did depose and say that she is the above-indicated officer of HARRY'S FINANCE, INC., the sole member and manager of HARRY'S REAL ESTATE PARTNERS, L.L.C., an Oregon limited liability company (the "Company"), and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn L Sheppard
Notary Public



STATE OF Oregon)
COUNTY OF Multnomah) SS:

On this, the 16 day of August, 2013, before me, a Notary Public, the undersigned officer, personally appeared Claudia Pieropan, being duly sworn, did depose and say that she is the above-indicated officer of HARRY'S FINANCE, INC. (the "Company"), the corporation described in, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn L Sheppard
Notary Public



EXHIBIT A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Owner</u>	<u>Mark</u>	<u>Reg No. and Date</u>	<u>Int'l Class</u>	<u>1st Use Date</u>
The Harris Soup Company	Bad Jack's	3028620 12/13/05	29	4/30/02
The Harris Soup Company	Heaven's Delight	2524452 01/01/02	30	11/30/99
The Harris Soup Company	Smokin' Stampede	3054527 1/31/06	29	8/31/04
The Harris Soup Company	Harry's and Design	3167028 11/7/06	29/30	4/1/86
The Harris Soup Company	Jumpin' Jillie's	3180733 12/5/06	29	11/30/05
The Harris Soup Company	Harry's Fresh Foods and Design	3573385 12/5/06	29/30	7/31/08
The Harris Soup Company	Steakman Jack's	2221780 2/02/99	29	8/31/93
The Harris Soup Company	Dad's Bathtub	2371273 7/25/00	29	8/27/94
The Harris Soup Company	Harry's	T37079 9/9/03	129 130	4/1/86
The Harris Soup Company	Harry's Fresh Foods Healthy Bistro (and Design)	3796044 6/1/10	29/30	9/30/07

REDACTED