

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
SUNTRUST BANK, as Lender		10/15/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PHILLIPS FOODS, INC.
Street Address:	1215 East Fort Avenue
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21230
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3572575	BOARDWALK
Registration Number:	2270287	CRAB SLAMMERS
Registration Number:	3412911	ASIAN RHYTHMS
Registration Number:	3086007	OCEAN RHYTHMS
Registration Number:	3412917	ASIAN RHYTHMS
Registration Number:	3510631	CRABOLOGY 101
Registration Number:	3629229	
Registration Number:	3499685	TASTE THE CULTURE
Registration Number:	3640594	CULINARY CRAB
Registration Number:	3835631	BIG TASTE. LITTLE EFFORT.
Serial Number:	77518311	MAX & STEVE'S
Serial Number:	77591335	SHARE YOUR GOOD TASTE
Serial Number:	77518298	BUFFALO BLEU
Serial Number:	77595367	STEVE PHILLIPS WORLD CUISINES

CH \$465.00 3572575

Serial Number:	77737706	PREMIUM CATCH
Serial Number:	77770333	CULINARY JUMBO
Serial Number:	77863207	SEA WINGS
Serial Number:	85086844	CRAB CRUNCHERS

**CORRESPONDENCE DATA**

Fax Number: 4045725100  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-572-3431  
Email: cfraser@kslaw.com  
Correspondent Name: Carol Fraser, Finance Paralegal  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	PHILLIPS.52990.015950
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/23/2013

Total Attachments: 7  
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), effective as of this 15<sup>th</sup> day of October, 2013, given by **SUNTRUST BANK**, a Georgia bank, with an address at 303 Peachtree Street, Twenty Third Floor, Atlanta, Georgia 30308, as Lender ("Lender") to Phillips Foods, Inc., a Maryland corporation, with its principal office at 1604 N. Winchester Road, Annapolis, Maryland 21409 (the "Grantor"), as follows:

**W I T N E S S E T H**

WHEREAS, pursuant to that certain Credit Agreement dated as of September 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders (as defined in the Credit Agreement) have agreed to make certain financial accommodations to the Borrower (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Grantors executed that certain Security Agreement, dated as of September 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") and granted to the Lender a continuing priority security interest in and to all Grantor's right, title and interest in all United States trademarks, trademark registrations and trademark applications and any renewals thereof, including as set forth on Schedule A attached hereto (collectively, the "Trademarks") to secure the Secured Obligations;

WHEREAS, in furtherance of the Security Agreement, the Grantors executed a Trademark Security Agreement, dated September 29, 2010 (the "Trademark Security Agreement"), which was duly recorded on September 29, 2010, at Reel 004286/Frame 0698 in the United States Patent and Trademark Office;

WHEREAS, the Lender wishes to release and restore all right, title and interest in and to the Trademarks to the Grantors and to dissolve those Liens and encumbrances created by the Trademark Security Agreement and the Security Agreement in respect of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender hereby grants, assigns and conveys, without recourse or warranty, to the Grantors all of its rights, title and interest in the Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto the Grantors any and all security interests or liens it has against the Trademarks.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed under seal on the date first written above.

SUNTRUST BANK, as Lender

By: Bruce D. Keller  
Name: Direktor

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

**Released Trademarks**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

See the attached Phillips Foods, Inc. Trademark Portfolio Summary.

**Trade Names**

Phillips Foods, Inc. uses the unregistered trade name "Phillips Seafood"

**Common Law Trademarks**

N/A

**Trademarks Not Currently In Use**

See the attached Phillips Foods, Inc. Trademark Portfolio Summary.

**Trademark Licenses**


1. Intellectual Property License Agreement between Phillips Foods, Inc. and Phillips (International) Hong Kong Limited, effective October 1, 2005 and Amendment to Intellectual Property License Agreement between Phillips Foods, Inc. and Phillips (International) Hong Kong Limited, effective January 1, 2009.
2. License Agreement by and between Phillips Foods, Inc. and Phillips Franchising LLC, effective March 6, 2007
3. Seafood Across America License Agreement by and between Phillips Foods, Inc. and M&S Fine Foods, Inc. dated September 28, 2006.
4. Amended and Restated Trademark License Agreement by and between S.B. Phillips LLC and Phillips Foods, Inc. dated September 29, 2010, which amends and restates that certain Trademark License Agreement by and between S.B. Phillips, LLC and Phillips Foods, Inc. dated October 6, 2005 and Amendment dated January 1, 2009 to Trademark License Agreement by and between S.B. Phillips LLC and Phillips Foods, Inc., effective January 1, 2009.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed under seal on the date first written above.

SUNTRUST BANK, as Lender

By: Brian O'Fallon  
Name: Brian O'FALLON

Trademark Portfolio  
Phillips Foods, Inc.

SKGNO	COUNTRY	MARK	OWNER	STATUS	APPL NO	APPL DATE	REG NO	REG DATE	CLASS(S)	DRG of CONTI USE DUE	RENEWAL DUE
2235.0010000	U.S.A.	BOARDWALK	Phillips Foods, Inc.	Registered	77/550134	08/19/2008	3572575	02/10/2009	29	02/10/2014-02/10/2015	02/10/2018-02/10/2019
2235.010000	U.S.A.	CRAB SLAMMERS	Phillips Foods, Inc.	Registered Renewed 2009	75/375026	10/17/1997	2270287	08/17/1999	29	08/17/2019	08/17/2019
2235.0150000	U.S.A.	ASIAN RHYTHMS	Phillips Foods, Inc.	Registered	78/704065	08/31/2005	3412911	04/15/2008	29, 30	4/15/2013-2014	4/15/2017-2018
2235.0170001	U.S.A.	OCEAN RHYTHMS	Phillips Foods, Inc.	Registered	76/977966	01/12/2004	3086007	04/25/2006	29	04/25/2011-2012	04/25/2015-2016
2235.0350000	U.S.A.	ASIAN RHYTHMS Logo 	Phillips Foods, Inc.	Registered	78/707555	09/06/2005	3412917	04/15/2008	29, 30	4/15/2013-2014	4/15/2017-2018
2235.0380000	U.S.A.	CRABOLOGY 101	Phillips Foods, Inc.	Registered	77/150938	04/06/2007	3510631	04/06/2008	41	10/7/2013-2014	10/7/2017-2018
2235.0460000	U.S.A.	Trade Dress for Black Color (Black Can)	Phillips Foods, Inc.	Registered	77/002648	09/19/2006	3629229	06/02/2009	29	06/02/2014-2015	06/02/2018-2019
2235.0500000	U.S.A.	TASTE THE CULTURE	Phillips Foods, Inc.	Registered	77/150778	04/06/2007	3499685	09/09/2008	29, 30	09/09/2013-2014	09/09/2017-2018
2235.0550000	U.S.A.	CULINARY CRAB	Phillips Foods, Inc.	Registered	77/366598	01/08/2008	3640594	06/16/2009	29	06/16/2014-2015	06/16/2018-2019
2235.057EM00	European Community	STEAMER CREATIONS	Phillips Foods, Inc.	Registered	007032345	07/02/2008	007032345	04/20/2009	29, 30		07/02/2018
2235.0620000	U.S.A.	BIG TASTE. LITTLE EFFORT.	Phillips Foods, Inc.	Registered	77/465,793	05/05/2008	3835631	08/17/2010	29, 30		
2235.064000	U.S.A.	MAX & STEVE'S	Phillips Foods, Inc.	Statement of Use Filed	77/518,311	07/09/2008			29		
2235.0650000	U.S.A.	SHARE YOUR GOOD TASTE	Phillips Foods, Inc.	Statement of Use Filed	77/591,335	10/13/2008			29, 30		
2235.0660000	U.S.A.	BUFFALO BLEU	Phillips Foods, Inc.	Statement of Use Filed	77/518,298	07/09/2008			29		

Client Documents 4834-G156-R199



SECT NO	COUNTRY	MARK	OWNER	STATUS	APPL NO	APPL DATE	REG NO	REG DATE	CLASS(S)	DECL OF CONT'D USE	RENEWAL DUE
2235.0680000	U.S.A.	STEVE PHILLIPS WORLD CUISINE	Phillips Foods, Inc.	Filed Office Action	77/595367	10/17/2008			29,30		
2235.0720000	U.S.A.	PREMIUM CATCH	Phillips Foods, Inc.	published 04/20/2010	77/737706	05/15/2009			29		
2235.0730000	U.S.A.	CULINARY JUMBO	Phillips Foods, Inc.	published 05/11/2010	77/770,333	06/29/2009			29		
2235.0740000	U.S.A.	SEAWINGS (SeaWings)	Phillips Foods, Inc.	Published for opposition	77/863207	11/02/2009					
2235.0770000	U.S.A.	CRAB CRUNCHERS	Phillips Foods, Inc.	07/16/2010 – application filed	85/086844	07/16/2010			29		