

11/21/2013



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HEET  
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To the Director of the U. S. P.

ched documents or the new address(es) below.

1. Name of conveying party(ies):

FCC, LLC d/b/a First Capital

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company-Florida, United States

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 18, 2013

- Assignment
- Security Agreement
- Other Termination of Security Interests
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Twelve Baskets Sales and Marketing, Inc.

Street Address: 5200 Phillip Lee Drive SW

City: Atlanta

State: Georgia

Country: United States Zip: 30336

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Georgia, United States
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

2500528, 2485436, 2980717, 2755543, 2665333, 2512361, 2212735, 1795166, 1122914

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ronna Zebert

Internal Address: FCC, LLC d/b/a First Capital

Street Address: 3520 NW 58th Street

City: Oklahoma City

State: Oklahoma Zip: 73112

Phone Number: (405) 917-1140

Docket Number: \_\_\_\_\_

Email Address: rzebert@firstcapital.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

Lee Elmore

Name of Person Signing

October 18, 2013

Date

Total number of pages including cover sheet, attachments, and document:

4

40.00 OP  
200.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This Termination of Security Interests in Trademarks, dated as of October 18, 2013, is made by FCC, LLC d/b/a First Capital (the "Secured Party").

**WHEREAS**, Twelve Baskets Sales and Marketing, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in all of the Grantor's right, title, and interest in and to: (i) trademarks, service marks, collective membership marks, registrations, and applications for registrations for each, and the respective goodwill associated with each; (ii) licenses, fees, or royalties with respect to each; (iii) the right to sue for past, present, and future infringement, dilution, and damages therefor; and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including all of the marks referred to on Schedule A attached hereto (collectively, the "Trademarks");

**WHEREAS**, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on March 5, 2012, at Reel 4746 and Frame 0012; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks.

**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases all liens and security interests granted to the Secured Party in the following Trademarks:


- (1) All of the Grantor's Trademarks, including those referred to on Schedule A attached hereto; and
- (2) All products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

**[Remainder of Page Intentionally Left Blank – Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**SECURED PARTY:**

FCC, LLC d/b/a First Capital

By:   
Name: Lee Kline  
Title: Senior Vice President

## SCHEDULE A

U.S. Trademarks Subject to Security Interest Granted by  
 Twelve Baskets Sales and Marketing, Inc.  
 in favor of FCC, LLC d/b/a First Capital  
 Recorded 03/05/2012 at Reel 4746 and Frame 0012

### Registered Marks

Mark	Serial No.	Registration No.	Filing Date
DIXIE FRESH	78031473	2500528	10/19/2000
DIXIE FRESH	78030172	2485436	10/11/2000
WISCONSIN GOLD DISTRIBUTED BY: REILLY DAIRY & FOOD CO., TAMPA, FL 33686 FARM FRESH INGREDIENTS: MILK, CULTURES, SALT, ENZYMES "ROOTED IN A HERITAGE OF OVER 150 YEARS OF QUALITY AND CRAFTSMANSHIP, WISCONSIN CHEESEMAKING STANDARDS REMAIN UNSURPASSED TODAY. THE PROOF IS IN HOW IT TASTES."	78184263	2980717	11/12/2002
EL DORADO DE WISCONSIN	76419501	2755543	06/11/2002
DIXIE FRESH	76150629	2665333	10/19/2000
DIXIE FRESH DELITE	76150626	2512361	10/18/2000
REILLY DAIRY & FOOD COMPANY	75367218	2212735	10/02/1997
DIXIE FRESH DELITE	74245382	1795166	02/11/1992
WISCONSIN GOLD	73159252	1122914	02/21/1978