

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
JPMorgan Chase Bank, N.A.		12/26/2013	National Banking Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Windsor Quality Food Company Ltd.
Street Address:	3355 W. Alabama Street
Internal Address:	Suite 730
City:	Houston
State/Country:	TEXAS
Postal Code:	77098-1866
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2110455	BERNARDI
Registration Number:	2111859	BERNARDI FROZEN ITALIAN SPECIALTIES
Registration Number:	1406976	BERNARDI FROZEN ITALIAN SPECIALITIES
Registration Number:	2045672	CRIPPLE CREEK
Registration Number:	2068831	CRIPPLE CREEK BAR-B-QUE BRAND
Registration Number:	1820326	GOLDEN TIGER
Registration Number:	1703526	
Registration Number:	1091510	MONA'S
Registration Number:	2026741	MONA'S
Registration Number:	1409705	MONA'S
Registration Number:	1403359	MONA'S
Registration Number:	2234418	MONA'S PASTA CAFE
Registration Number:	2148785	SENROR TIGER

CH \$1615.00 2110455

Registration Number:	1493335	THE ORIGINAL CHILI BOWL
Registration Number:	1775996	TRADITIONAL AMERICAN
Registration Number:	2647667	WINDSOR FROZEN FOODS
Registration Number:	2955545	GARDEN TRIO TORTELLINI
Registration Number:	2911691	TRADITIONS BY BERNARDI A TASTE OF AUTHEN
Registration Number:	3002618	E-Z EATS
Registration Number:	3018476	EMERALD GARDEN
Registration Number:	3006920	FIRECRACKERS
Registration Number:	1520021	ELFIN LOAVES
Registration Number:	3627384	CRAVEABLE MICROWAVEABLE SNACKS
Registration Number:	3527925	DINO PASTA
Serial Number:	76648014	FUSION STIXS
Registration Number:	3502134	PETITE CUISINE
Registration Number:	1261065	
Registration Number:	1125687	BAR-B-Q-SNAK
Registration Number:	3030776	BIG & SPICY
Registration Number:	2226325	BUTCHER BOY
Registration Number:	0927829	CISCO'S
Registration Number:	3402288	COOLEST MOM ON THE BLOCK
Registration Number:	2952009	FIESTA-MINIS
Registration Number:	3165630	FIRE-GRILLED FIESTA
Registration Number:	3614601	FRED S FOR STARTERS
Registration Number:	3705662	FRED'S
Registration Number:	2540959	FRED'S FOR STARTERS
Registration Number:	3221403	GOLDEN TIGER
Registration Number:	2901450	GOLDEN VALUE
Serial Number:	76668710	GRÁND-É-OLI'S
Registration Number:	2895004	GRILLQUITO
Registration Number:	1326248	IMPERIAL KITCHENS
Registration Number:	2510986	JOSE OLE
Registration Number:	2628945	JOSE OLE
Registration Number:	1593266	LITTLE JUAN
Registration Number:	2334467	LITTLE JUAN
Registration Number:	0866509	LITTLE JUAN
Registration Number:	0897472	M

	2916773	MAC & CHEESE BITES
Registration Number:	3093542	MAC & CHEESE BITES
Registration Number:	2228882	MARQUEZ
Registration Number:	1799560	M-A-R-Q-U-E-Z
Registration Number:	1133424	PIZZA-SNAK
Registration Number:	1293083	POSADA
Registration Number:	1656388	POSADA
Registration Number:	2230826	POSADA
Registration Number:	1374956	POSADA
Registration Number:	1776006	POSADA DELI-FEST
Registration Number:	2142920	ROTANELLI'S
Registration Number:	1662620	ROTANELLI'S VALORE
Serial Number:	85003692	SUSHI BAR BY GOLDEN TIGER
Registration Number:	3104394	TASTE THE FIESTA
Registration Number:	3110852	TASTE THE FIESTA! JOSÉ OLÉ
Serial Number:	85047557	THE ORIGINAL APPETIZER COMPANY

CORRESPONDENCE DATA

Fax Number: 2156562498
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 4900
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	BMO-1-B\375068-007
NAME OF SUBMITTER:	William L. Bartow
Signature:	/WLB/
Date:	12/26/2013

Total Attachments: 17
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TRADEMARK
REEL: 005182 FRAME: 0370

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of December 26, 2013 (this "Termination and Release"), from JPMORGAN CHASE BANK, N.A., a national banking association, located at 712 Main Street, Floor 7 North, Houston, Texas 77002, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), to WINDSOR QUALITY FOOD COMPANY LTD., a limited partnership formed under the laws of the State of Texas, located at 3355 W. Alabama Street, Suite 730, Houston, TX 77098-1866 (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to those certain Credit Agreements, dated as of (i) December 6, 2004, among Windsor Quality Holdings LP, a limited partnership formed under the laws of the State of Delaware ("Holdings"), the Grantor, the lenders thereto, Bank of America, N.A., a national banking association ("Bank of America"), and Southwest Bank of Texas, N.A., a national banking association, as co-syndication agents, and the Agent, (ii) November 28, 2006, among Holdings, the Grantor, the lenders thereto, Bank of America, as syndication agent and the Agent and (iii) February 16, 2011, among Holdings, the Grantor, the Lenders, the Agent and the other agents parties thereto (collectively, as amended, supplemented or otherwise modified from time to time, the "Credit Agreements"), the Lenders agreed to extend credit to the Borrower, subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreements, the Grantor, certain of its subsidiaries and Holdings executed and delivered Guarantee and Collateral Agreements, dated as of December 6, 2004, November 28, 2006, and February 16, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreements"), pursuant to which the Grantor executed and delivered those certain Grant of Security Interest in Trademark Rights, dated as of (i) December 6, 2004 (the "2004 Security Agreement"), (ii) November 28, 2006 (the "2006 Security Agreement") and (iii) February 16, 2011 (the "2011 Security Agreement" and collectively, the "Security Agreements"), each among the Agent and the Grantor;

WHEREAS, pursuant to the Guarantee and Collateral Agreements and the Security Agreements, the Grantor granted to the Agent, for the benefit of the Lenders, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under certain Released Trademark Collateral (as hereinafter defined);

WHEREAS, the 2004 Security Agreement, with respect to Trademark registrations and applications, was recorded in the United States Patent and Trademark Office on December 22, 2004 at Reel 002996 and Frame 0422;

WHEREAS, the 2004 Security Agreement, with respect to Trademark licenses, was recorded in the United States Patent and Trademark Office on December 29, 2004 at Reel 002998 and Frame 0909;

WHEREAS, the 2006 Security Agreement, with respect to Trademark registrations and applications, was recorded in the United States Patent and Trademark Office on November 29, 2006 at Reel 003435 and Frame 0624;

WHEREAS, the 2006 Security Agreement, with respect to Trademark licenses, was recorded in the United States Patent and Trademark Office on November 29, 2006 at Reel 003435 and Frame 0575;

WHEREAS, the 2011 Security Agreement, with respect to Trademark registrations and applications, was recorded in the United States Patent and Trademark Office on February 24, 2011 at Reel 004485 and Frame 0615;

WHEREAS, the 2011 Security Agreement, with respect to Trademark licenses, was recorded in the United States Patent and Trademark Office on February 24, 2011 at Reel 004486 and Frame 0077; and

WHEREAS, the Agent now desires to terminate and release the entirety of the security interest granted in and recorded against the Released Trademark Collateral.

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

1. Definition. The term "Released Trademark Collateral," as used herein, shall mean all rights, title and interests in and to the Trademarks listed on Schedule A hereto subject to the Security Interest.

2. Release of Security Interest. The Agent, on behalf of the Lenders, hereby terminates, releases and discharges its security interest in the Released Trademark Collateral, and any right, title or interest the Agent or the Lenders may have in the Released Trademark Collateral shall hereby cease and become void, all without any recourse, representation or warranty of any kind.

3. Authorization. The Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Released Trademark Collateral.

4. Further Assurances. At the sole cost and expense of the Grantor, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably necessary to effect the release of the security interest in the Released Trademark Collateral.

5. Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Termination and Release by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release.

6. GOVERNING LAW. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their respective duly authorized officers as of the date first above written.

JPMORGAN CHASE BANK, N.A., in its
capacity as Administrative Agent

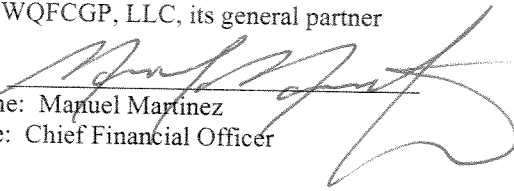
By: 

Name: Seth Laroche

Title: Officer

WINDSOR QUALITY FOOD COMPANY LTD.,
as Grantor

By: WQFCGP, LLC, its general partner

By: 
Name: Manuel Martinez
Title: Chief Financial Officer

[Signature Page to Termination and Release of Security Interest in Trademark Rights (License)]

TRADEMARK
REEL: 005182 FRAME: 0376

SCHEDULE A

U.S. Trademark Registrations and Applications from the 2004 Security Agreement

TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	OWNER
Bernardi	2,110,455	75104401	Windsor Quality Food Company Ltd.
Bernardi Frozen Italian Specialties & Design	2,111,859	75123925	Windsor Quality Food Company Ltd.
Bernardi Frozen Italian Specialties & Design (Banner)	1,406,976	73575490	Windsor Quality Food Company Ltd.
Cripple Creek	2,045,672	75036896	Windsor Quality Food Company Ltd.
Cripple Creek Bar-B-Que Brand & Design	2,068,831	75036896	Windsor Quality Food Company Ltd.
Golden Tiger & Design	1,820,326	74248796	Windsor Quality Food Company Ltd.
Misc. Design (Chili Man)	1,703,526	74153463	Windsor Quality Food Company Ltd.

Mona's	1,091,510	73121322	Windsor Quality Food Company Ltd.
Mona's & Design (Banner)	2,026,741	75010733	Windsor Quality Food Company Ltd.
Mona's & Design (In Banner)	1,409,705	73575546	Windsor Quality Food Company Ltd.
Mona's & Design (In Banner)	1,403,359	73575547	Windsor Quality Food Company Ltd.
Mona's Pasta Café	2,234,418	75169149	Windsor Quality Food Company Ltd.
Senor Tiger	2,148,785	75169149	Windsor Quality Food Company Ltd.
The Original Chili Bowl	1,493,335	73625919	Windsor Quality Food Company Ltd.
Traditional American	1,775,996	74251942	Windsor Quality Food Company Ltd.
Windsor Frozen Foods & Design	2,647,667	75588397	Windsor Quality Food Company Ltd.
Garden Trio Tortellini	78/177373	78177373	Windsor Quality Food Company Ltd.

Traditions by Bernardi A Taste of Authentic Italy	78/198168	78198168	Windsor Quality Food Company Ltd.
E-Z Eats	78-253406	78253406	Windsor Quality Food Company Ltd.
Emerald Garden	78/264496	78264496	Windsor Quality Food Company Ltd.
Firecrackers	76-532318	76532318	Windsor Quality Food Company Ltd.

U.S. Trademark Licenses from the 2004 Security Agreement

<u>OWNER/LICENSOR</u>	<u>GRANTOR/LICENSEE</u>	<u>REGISTRATION NO.</u>	<u>TITLE</u>
Keebler Company	Windsor Quality Food Company Ltd.	1,520,021	ELFIN LOAVES

U.S. Trademark Registrations and Applications from the 2006 Security Agreement

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>OWNER</u>
[Design Only]	1,703,526	74153463	Windsor Quality Food Company Ltd.

BERNARDI	2,110,455	75104401	Windsor Quality Food Company, Ltd.
BERNARDI FROZEN ITALIAN SPECIALTIES	2,111,859	75123925	Windsor Quality Food Company, Ltd.
CRAVEABLE MICROWAVEABLE SNACKS	3,627,384	76668703	Windsor Quality Food Company, Ltd.
CRIPPLE CREEK	2,045,672	75036897	Windsor Quality Food Company Ltd.
CRIPPLE CREEK BAR-B-QUE BRAND	2,068,831	75036896	Windsor Quality Food Company Ltd.
DINO PASTA	3,527,925	76668702	Windsor Quality Food Company, Ltd.
EMERALD GARDEN	3,018,476	78264496	Windsor Quality Food Company Ltd.
E-Z EATS	3,002,618	78253406	Windsor Quality Food Company Ltd.
FIRECRACKERS	3,006,920	76532318	Windsor Quality Food Company Ltd.
FUSION STIXS	N/A	76648014	Windsor Quality Food Company, Ltd.

GARDEN TRIO TORTELLINI	2,955,545	78177373	Windsor Quality Food Company Ltd.
GOLDEN TIGER	1,820,326	74248796	Windsor Quality Food Company Ltd.
MONA'S	2,026,741	75010733	Windsor Quality Food Company, Ltd.
MONA'S	1,403,359	73575547	Windsor Quality Food Company, Ltd.
MONA'S	1,091,510	73121322	Windsor Quality Food Company Ltd.
MONA'S	1,409,705	73575546	Windsor Quality Food Company Ltd.
MONA'S PASTA CAFÉ	2,234,418	75518374	Windsor Quality Food Company, Ltd.
PETITE CUISINE	3,502,134	76668712	Windsor Quality Food Company, Ltd.
THE ORIGINAL CHILI BOWL	1,493,335	73625919	Windsor Quality Food Company Ltd.

TRADITIONAL AMERICAN	1,775,996	74251942	Windsor Quality Food Company Ltd.
TRADITIONS BY BERNARDI A TASTE OF AUTHENTIC ITALY	2,911,691	78198168	Windsor Quality Food Company Ltd.
WINDSOR FROZEN FOODS	2,647,667	75588397	Windsor Quality Food Company Ltd.

U.S. Trademark Licenses from the 2006 Security Agreement

<u>OWNER/LICENSOR</u>	<u>GRANTOR/LICENSEE</u>	<u>REGISTRATION NO.</u>	<u>TITLE</u>
Keebler Company	Windsor Quality Food Company Ltd.	1,520,021	ELFIN LOAVES

U.S. Trademark Registrations and Applications from the 2011 Security Agreement

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>OWNER</u>
[Design Only]	1,703,526	74153463	Windsor Quality Food Company Ltd.
[Design Only]	1,261,065	73277396	Windsor Quality Food Company, Ltd.

BAR-B-Q-SNAK	1,125,687	73126288	Windsor Quality Food Company, Ltd
BERNARDI	2,110,455	75104401	Windsor Quality Food Company, Ltd.
BERNARDI FROZEN ITALIAN SPECIALTIES	2,111,859	75123925	Windsor Quality Food Company, Ltd.
BIG & SPICY	3,030,776	76570881	Windsor Quality Food Company, Ltd
BUTCHER BOY	2,226,325	75477696	Windsor Quality Food Company, Ltd
CISCO'S	927,829	72363740	Windsor Quality Food Company, Ltd
COOLEST MOM ON THE BLOCK	3,402,288	76656615	Windsor Quality Food Company, Ltd
CRAVEABLE MICROWAVEABLE SNACKS	3,627,384	76668703	Windsor Quality Food Company, Ltd.
CRIPPLE CREEK	2,045,672	75036897	Windsor Quality Food Company Ltd.
CRIPPLE CREEK BAR-B-QUE BRAND	2,068,831	75036896	Windsor Quality Food Company Ltd.

DINO PASTA	3,527,925	76668702	Windsor Quality Food Company, Ltd.
EMERALD GARDEN	3,018,476	78264496	Windsor Quality Food Company Ltd.
E-Z EATS	3,002,618	78253406	Windsor Quality Food Company Ltd.
FIESTA-MINIS	2,952,009	76087547	Windsor Quality Food Company, Ltd.
FIRECRACKERS	3,006,920	76532318	Windsor Quality Food Company Ltd.
FIRE-GRILLED FIESTA	3,165,630	76572690	Windsor Quality Food Company, Ltd.
FRED S FOR STARTERS	3,614,601	77385924	Windsor Quality Food Company, Ltd.
FRED'S	3,705,662	76656233	Windsor Quality Food Company, Ltd.
FRED'S FOR STARTERS	2,540,959	75641636	Windsor Quality Food Company, Ltd.
GARDEN TRIO TORTELLINI	2,955,545	78177373	Windsor Quality Food Company Ltd.
GOLDEN TIGER	3,221,403	78591317	Windsor Quality Food Company Ltd.

GOLDEN TIGER	1,820,326	74248796	Windsor Quality Food Company Ltd.
GOLDEN VALUE	2,901,450	76562936	Windsor Quality Food Company, Ltd.
GRÁND-É-OLIS	N/A	76668710	Windsor Quality Food Company, Ltd.
GRILLQUITO	2,895,004	76558150	Windsor Quality Food Company, Ltd.
IMPERIAL KITCHENS	1,326,248	73481816	Windsor Quality Food Company, Ltd.
JOSE OLE	2,510,986	75736479	Windsor Quality Food Company, Ltd.
JOSE OLE	2,628,945	76046718	Windsor Quality Food Company, Ltd.
LITTLE JUAN	1,593,266	73819868	Windsor Quality Food Company, Ltd. DBA Windsor Foods WQFCGP. LLC
LITTLE JUAN	2,334,467	75487346	Windsor Quality Food Company, Ltd.
LITTLE JUAN	866,509	72287391	Windsor Quality Food Company Ltd.

M	897,472	72353373	Windsor Quality Food Company Ltd.
MAC & CHEESE BITES	2,916,773	76439158	Windsor Quality Food Company, Ltd.
MAC & CHEESE BITES	3,093,542	76439159	Windsor Quality Food Company, Ltd.
MARQUEZ	2,228,882	75473111	Windsor Quality Food Company, Ltd.
M-A-R-Q-U-E-Z	1,799,560	74362236	Windsor Quality Food Company, Ltd.
MONA'S	1,091,510	73121322	Windsor Quality Food Company Ltd.
MONA'S	2,026,741	75010733	Windsor Quality Food Company Ltd.
MONA'S PASTA CAFÉ	2,234,418	75518374	Windsor Quality Food Company, Ltd.
PETITE CUISINE	3,502,134	76668712	Windsor Quality Food Company, Ltd.
PIZZA-SNAK	1,133,424	73126428	Windsor Quality Food Company, Ltd.

POSADA	1,293,083	73204098	Windsor Quality Food Company, Ltd.
POSADA	1,656,388	74069598	Windsor Quality Food Company, Ltd.
POSADA	2,230,826	75477697	Windsor Quality Food Company, Ltd.
POSADA	1,374,956	73515851	Windsor Quality Food Company, Ltd.
POSADA DELI-FEST	1,776,006	74246061	Windsor Quality Food Company, Ltd.
ROTANELLI'S	2,142,920	75344174	Windsor Quality Food Company, Ltd.
ROTANELLI'S VALORE	1,662,620	74113600	Windsor Quality Food Company, Ltd.
SUSHI BAR BY GOLDEN TIGER	N/A	85003692	Windsor Quality Food Company, Ltd DBA Windsor Foods WQFCGP, LLC
TASTE THE FIESTA	3,104,394	76570883	Windsor Quality Food Company, Ltd.
TASTE THE FIESTA! JOSÉ OLÉ	3,110,852	76585238	Windsor Quality Food Company, Ltd.

THE ORIGINAL APPETIZER COMPANY	N/A	85047557	Windsor Quality Food Company, Ltd. DBA Windsor Foods WQFCGP as General Partner
THE ORIGINAL CHILI BOWL	1,493,335	73625919	Windsor Quality Food Company Ltd.
TRADITIONAL AMERICAN	1,775,996	74251942	Windsor Quality Food Company Ltd.
TRADITIONS BY BERNARDI A TASTE OF AUTHENTIC ITALY	2,911,691	78198168	Windsor Quality Food Company Ltd.

U.S. Trademark Licenses from the 2011 Security Agreement

<u>OWNER/LICENSOR</u>	<u>GRANTOR/LICENSEE</u>	<u>REGISTRATION NO./APPLICATION NO.</u>	<u>TITLE</u>
Kellogg North America Company	Windsor Quality Food Company Ltd.	1,520,021 73/707037	ELFIN LOAVES