

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:	Discovery Foods, LLC
Street Address:	2395 American Avenue
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3050596	
Registration Number:	3050732	
Registration Number:	3269472	
Registration Number:	2147437	LING LING
Registration Number:	2353839	LING LING
Registration Number:	3032244	LING LING
Registration Number:	3032370	LING LING
Registration Number:	3032245	LING LINGS
Registration Number:	3131139	LING LINGS
Registration Number:	3134334	LING LINGS
Registration Number:	2866509	SPAZZIO AN EXQUISITE ITALIAN EXPERIENCE
Serial Number:	77799529	TORPEDOES
Serial Number:	77799550	TORPEDOZ
Registration Number:	3812201	VIP SUPREME

**TRADEMARK**

CH \$390.00 3050596

Serial Number:

77572387

VIP SUPREME

**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:

Wililam L. Bartow

Signature:

/WLB/

Date:

12/26/2013

**Total Attachments: 6**

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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 DISCOVERY FOODS, LLC, a Delaware limited liability company, located at 2395 American Avenue, Hayward, California 94545 (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 that certain Credit Agreement, dated as of February 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Windsor Quality Food Company Ltd., a limited partnership formed under the laws of the State of Texas, (the "Borrower"), Windsor Quality Holdings LP, a limited partnership formed under the laws of the State of Delaware ("Holdings"), the Lenders, the Agent and the other agents parties thereto, the Lenders agreed to extend credit to the Borrower, subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower, Borrower and Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of 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 Agreement"), pursuant to which the Grantor executed and delivered that certain Grant of Security Interest in Trademark Rights, dated as of February 16, 2011, among the Agent and the Grantor (the "Security Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Security Agreement, 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 Security Agreement was recorded in the United States Patent and Trademark Office on February 24, 2011 at Reel 004485 and Frame 0902; 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 Agreement, 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.

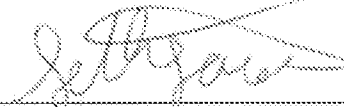
4. Further Assurances. At the sole cost and expense of the Grantor, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably necessary to effect the release of the security interest in the Released Trademark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

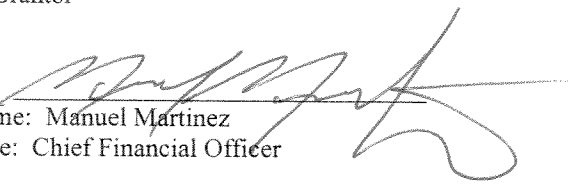
JPMORGAN CHASE BANK, N.A., in its  
capacity as Administrative Agent

By: 

Name: Seth Laroche

Title: Officer

DISCOVERY FOODS, LLC,  
as Grantor

By:   
Name: Manuel Martinez  
Title: Chief Financial Officer

*[Signature Page to Termination and Release of Security Interest in Trademark Rights]*

**TRADEMARK**  
**REEL: 005182 FRAME: 0399**

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>	<b>OWNER</b>
[Design Only]	3,050,596	78553730	Discovery Foods, LLC
[Design Only]	3,050,732	78557044	Discovery Foods, LLC
[Design Only]	3,269,472	78596816	Discovery Foods, LLC
LING LING	2,147,437	75229778	Discovery Foods, LLC
LING LING	2,353,839	75771440	Discovery Foods, LLC
LING LING	3,032,244	78536220	Discovery Foods, LLC
LING LING	3,032,370	78557010	Discovery Foods, LLC
LING LINGS	3,032,245	78536256	Discovery Foods, LLC
LING LINGS	3,131,139	78566581	Discovery Foods, LLC
LING LINGS	3,134,334	78596804	Discovery Foods, LLC
SPAZZIO AN EXQUISITE ITALIAN EXPERIENC E	2,866,509	78090716	Discovery Foods, LLC
TORPEDOES	N/A	77799529	Discovery Foods, LLC

TORPEDOZ	N/A	77799550	Discovery Foods, LLC
VIP SUPREME	3,812,201	77979609	Discovery Foods, LLC
VIP SUPREME	N/A	77572387	Discovery Foods, LLC