

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement Supplement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Administrative Agent		02/24/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Orion Food Systems, LLC		
Street Address:	2930 West Maple Street		
Internal Address:	PO Box 85210		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57107		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3796046	BREAKFAST STACKERS	
Registration Number:	3568233	LETTIERI'S	
Registration Number:	3606651	LETTIERI'S	
Registration Number:	3606913	LETTIERI'S FOOD TO GO	
Registration Number:	3600665	AMERICA'S GREEN NUTRITIONIST	
Registration Number:	3606908	LETTIERI'S FOOD TO GO	
Registration Number:	3606639	LETTIERI'S FOOD TO GO	
Registration Number:	3881084	LETTIERI'S FOOD TO GO MARKET SELECTS	
Registration Number:	3478402	STUFFED BREAD STIX	
Registration Number:	3794834	TRAVELER'S CAFE	
Registration Number:	3729284	TUTTO GUSTO	
CORRESPONDENCE DATA			

900281465

TRADEMARK
 REEL: 005226 FRAME: 0212

CH \$290.00 3796046

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5723

Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

003279-0024

NAME OF SUBMITTER:

Carolyn Himmelfarb

Signature:

/Carolyn Himmelfarb/

Date:

02/27/2014

Total Attachments: 3

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
SUPPLEMENT (FIRST LIEN)

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT SUPPLEMENT (FIRST LIEN) (the “**Agreement**”) is made as of February 24, 2014 by Ares Capital Corporation, a Maryland corporation, as administrative agent (“**Secured Party**”) in favor of Orion Food Systems, LLC, a South Dakota limited liability company (the “**Grantor**”).

WHEREAS, the Grantor granted a security interest in certain intellectual property and related rights to Secured Party pursuant to that certain Trademark Security Agreement Supplement (First Lien), dated as of March 18, 2011, by Grantor in favor of Secured Party (the “**IP Security Agreement**”);

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 4520, frame 0364 on April 12, 2011;

WHEREAS, Grantor has requested that Secured Party terminate and release its interest in Grantor’s trademarks identified in Schedule I attached hereto (the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. terminates and releases any and all security interests of Secured Party in Grantor’s: (i) Trademarks and any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, any of the trademarks, and (ii) all products and proceeds of any of the foregoing, including, without limitation, any claim by 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 such trademarks, without recourse or representation or warranty, express or implied, of any kind;

2. agrees that any power of attorney or similar rights granted by Grantor to Secured Party with respect to the Trademarks pursuant to or in connection with the IP Security Agreement is terminated; and

3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

provided that nothing herein shall be deemed a release of any lien, security interest, right, title or interest of Secured Party in any other trademark or related rights not identified in Schedule I and owned by Grantor, which lien, security interest, right, title and interest shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Termination and Release of Trademark Security Agreement Supplement (First Lien) to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:

ARES CAPITAL CORPORATION, as
Administrative Agent

By: 

Name: MARK AFFOLTER

Title: AUTHORIZED SIGNATORY

Schedule I

TRADEMARKS

MARK	App. #	App. Date	Reg. #
BREAKFAST STACKERS	77/237046	24-Jul-07	3796046
LETTIERI'S	77/203111	11-Jun-07	3568233
LETTIERI'S AND DESIGN	77/203130	11-Jun-07	3606651
LETTIERI'S FOOD TO GO	77/311771	24-Oct-07	3606913
LETTIERI'S FOOD TO GO	77/203120	11-Jun-07	3606650
LETTIERI'S FOOD TO GO & DESIGN	77/309980	22-Oct-07	3606908
LETTIERI'S FOOD TO GO & DESIGN	77/199504	6-Jun-07	3606639
LETTIERI'S FOOD TO GO MARKET SELECTS & DESIGN	77/796697	4-Aug-09	3881084
STUFFED BREAD STIX	77/262491	23-Aug-07	3478402
TRAVELER'S CAFE	77/771310	30-Jun-09	3794834
TUTTO GUSTO	77/469406	8-May-08	3729284