

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		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation (as successor by merger to Allied Capital Corporation), as Administrative Agent	FORMERLY Allied Capital Corporation	02/24/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Lettieri's, LLC		
Street Address:	5301 12th Ave. E		
City:	Shakopee		
State/Country:	MINNESOTA		
Postal Code:	55379		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2556006	HANDI-BAKES	
Registration Number:	2133719	HERITAGE BAKERY	
Registration Number:	2915735	LETTIERI'S	
Registration Number:	2765914	STUFFED BAGUETTE	
Registration Number:	2928391	WRAP-DOGS!	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$140.00 2556006

TRADEMARK

ATTORNEY DOCKET NUMBER:	003279-0024
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	02/27/2014
Total Attachments: 4 source=0519#page1.tif source=0519#page2.tif source=0519#page3.tif source=0519#page4.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
SUPPLEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT SUPPLEMENT (the “**Agreement**”) is made as of February 24, 2014 by Ares Capital Corporation, a Maryland corporation, as administrative agent (“**Secured Party**”) in favor of Lettieri’s, LLC, a Delaware limited liability company (“**Grantor**”).

WHEREAS, Lettieri’s, Inc., a Minnesota corporation (the “**Original Grantor**”), granted a security interest in certain intellectual property and related rights to Secured Party pursuant to that certain Trademark Security Agreement Supplement, dated as of October 30, 2006, by the Original Grantor in favor of Allied Capital Corporation, a Maryland corporation (“**Original 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 (the “**USPTO**”) at reel 3419, frame 0519 on November 1, 2006;

WHEREAS, Original Secured Party merged with and into Secured Party on April 1, 2010 and evidence of such merger was filed with the USPTO on February 10, 2011 at reel 4475, frame 0656;

WHEREAS, the Original Grantor merged with and into Orion Food Systems, LLC (f/k/a Hot Stuff Foods, LLC), a South Dakota limited liability company (“**Orion**”), on December 28, 2006 and evidence of such merger was filed with the USPTO on January 4, 2007 at reel 3455, frame 0001;

WHEREAS, Orion assigned all of its right, title and interest in and to certain intellectual property and related rights, including the Trademarks (as defined below), to Grantor effective as of January 1, 2012 and evidence of such assignment was filed with the USPTO on December 28, 2011 at reel 4688, frame 0284;

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 USPTO 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 to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:

ARES CAPITAL CORPORATION (as
successor by merger to Allied Capital
Corporation), as Administrative Agent

By: 

Name: _____

MARK AFFOLTER

Title: _____

AUTHORIZED SIGNATORY

{Signature Page to Termination and Release of Trademark Security Agreement Supplement (Allied - Second Lien)}

TRADEMARK
REEL: 005226 FRAME: 0240

Schedule I

TRADEMARKS

MARK	App. #	App. Date	Reg. #
HANDI-BAKES	76/303821	23-Aug-01	2556006
HERITAGE BAKERY	75/045035	5-Jan-96	2133719
LETTIERI'S	76/541270	19-Aug-03	2915735
STUFFED BAGUETTE	76/439041	9-Aug-02	2765914
WRAP-DOGS!	76/566732	15-Dec-03	2928391