TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM297620

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|--|
| Madison Capital Funding, LLC | | 03/07/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| Name: | Ronnoco Coffee, LLC | | |
|-----------------|-------------------------------------|--|--|
| Street Address: | 4241 Sarpy Avenue | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63110 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark | |
|----------------------|---------|------------|--|
| Registration Number: | 3079510 | CLEARBROOK | |
| Registration Number: | 4067205 | CLEARBROOK | |

CORRESPONDENCE DATA

Fax Number: 2485668531

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

US Mail.

Phone: 248-566-8530

tmdocketing@honigman.com Email:

Honigman Miller Schwartz and Cohn, LLP **Correspondent Name:** Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

| ATTORNEY DOCKET NUMBER: | 234243-330725 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | Julie E. Reitz |
| SIGNATURE: | /Julie E. Reitz/ |
| DATE SIGNED: | 03/10/2014 |

Total Attachments: 3

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> **TRADEMARK** REEL: 005233 FRAME: 0974

LIMITED TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This LIMITED TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") dated as of March ______, 2014, is made by Madison Capital Funding LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent"), in favor of Ronnoco Coffee, LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined in this Release have the meanings given to them in the Trademark Security Agreement, dated July 31, 2012 (the "Trademark Security Agreement"), by and between the Collateral Agent and the Grantor.

WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, the Grantor granted the Collateral Agent security interests in all of the Grantor's right, title and interest in, to and under all Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 7, 2012 at Reel 4837 and Frame 0713; and

WHEREAS, the Collateral Agent now wishes to release its security interests in the trademark registrations as set forth on Schedule A attached hereto that are a part of the Trademark Collateral ("Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms and conditions set forth in this Release, the Collateral Agent hereby states as follows:

- 1. <u>Limited Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges all of its security interests in the Released Trademarks, and reassigns any and all right, title and interest that it may have in, to or under the Released Trademarks to the Grantor. Nothing in this release will be considered a release of any security interest in any Trademark Collateral other than the Released Trademarks.
- 2. Recordation. The Grantor or its authorized agent is authorized to record this Release with the USPTO and any other jurisdiction in which the Trademark Security Agreement or the Collateral Agent's security interests in any Released Trademark was filed, recorded or registered.
- 3. <u>Governing Law.</u> This Release and the rights and obligations of the parties under this Release shall be governed by, and construed and interpreted in accordance with, the law of Delaware.
- 4. <u>Further Assurances.</u> Upon the reasonable request of the Grantor, the Collateral Agent shall, at the Grantor's cost and expense, take all further actions and provide the Grantor and its successors, assigns or other legal representatives all such cooperation and assistance to more fully and effectively effectuate the purposes of this Release.

[signature page follows]

TRADEMARK REEL: 005233 FRAME: 0975 IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

Madison Capital Funding LLC, as Agent

By: Local Nation
Name: Market Nation
Title: Vice President

TRADEMARK REEL: 005233 FRAME: 0976

Schedule A

Released Trademarks

US Trademarks

| Trademark Description | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|--------------------------|------------------------------------|-------------------------------------|------------------------|-------------------------|
| Clearbrook | 78610959 | 3079510 | 4/18/2005 | 4/11/2006 |
| Clearbrook and Design | 85312549 | 4067205 | 5/4/2011 | 12/6/2011 |

State Trademarks

| Trademark Description | State | Trademark Registration Number | Date of Registration | Renewal Date |
|--------------------------|----------|-------------------------------------|-------------------------|--------------|
| Clearbrook | Illinois | 84730 | 2/8/2000 | 2/8/2015 |
| Clearbrook and Design | Illinois | 84729 | 2/8/2000 | 2/8/2015 |
| | Indiana | 2001-0182 | 4/6/2001 | 4/4/2016 |
| | Kentucky | 013942 | 4/17/2001 | 4/17/2016 |
| | Missouri | 14928 | 1/27/2000 | 1/26/2020 |
| | Oklahoma | 31599/12006587 | 3/26/2001 | 3/26/2016 |