

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement (Senior Subordinated Debt)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		04/02/2014	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Panos Brands LLC		
Street Address:	160 Pehle Avenue		
Internal Address:	Ste 204, Park 80 East		
City:	Saddle Brook		
State/Country:	NEW JERSEY		
Postal Code:	07663		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	85045218	A LITTLE LOVE GOES A LONG WAY	
Registration Number:	2317663	AMORE	
Registration Number:	2276209	BETTER THAN ICE CREME	
Registration Number:	1828468	BETTER THAN MILK	
Registration Number:	1612225	CHATFIELD'S	
Registration Number:	2315664	DOWNEY'S ORIGINAL	
Registration Number:	2765182	GREAT EXPECTATIONS	
Registration Number:	2568429	HOME AGAIN	
Registration Number:	3716769	HONEY BITZZZZZ	
Registration Number:	3794443	HAVE MORE FUN WITH YOUR HONEY!	
Registration Number:	0976038	KA-ME	
Registration Number:	1972148	KA-ME	
Serial Number:	85045230	KA-ME	
Registration Number:	3554860	MI-DELICIOUS	
Registration Number:	1952904	MI-DEL	
Registration Number:	2639073	MR. SPRINKLES	
Serial Number:	85045223	PANOS BRANDS	
Registration Number:	1779075	PORT ARTHUR	
Registration Number:	2187881	SESMARK	
TRADEMARK			

CH \$965.00 85045218

Property Type	Number	Word Mark
Serial Number:	85060498	SOY KAAS
Registration Number:	1686574	SOYA KAAS
Registration Number:	2385672	SWAN GARDENS
Registration Number:	1668642	TAP'N APPLE
Registration Number:	1807738	TOFU RELLA
Serial Number:	85045226	
Registration Number:	2641538	VEGIE KAAS
Serial Number:	85045182	VEGAN RELLA
Registration Number:	2714408	YANKEE CLIPPER
Registration Number:	1281793	ZAPATA
Registration Number:	1880765	ZAPATA
Registration Number:	2369884	
Serial Number:	85630473	PANOS BRANDS
Serial Number:	85422954	MI-DEL GINGERBREAD MEN
Serial Number:	85422956	MI-DEL GINGERBREAD MEN
Registration Number:	4106831	MI-DEL
Registration Number:	2172951	
Registration Number:	3244701	ANDREW & EVERETT PREMIUM NATURAL CHEESES
Registration Number:	3311088	UDDERLY THE BEST!

CORRESPONDENCE DATA

Fax Number: 2025339099

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

Phone: 202-467-8809

Email: behogue@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: IPLAW@VORYS -- P.O. Box 2255

Address Line 2: Attn: Tanya Marie Curcio

Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER: 5252-709/0769/RELEASE

NAME OF SUBMITTER: Bernice Hogue

SIGNATURE: /bernice hogue/

DATE SIGNED: 04/04/2014

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Debt)

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (“Release”), dated April 2, 2014, is made by FIFTH THIRD BANK, an Ohio banking corporation (“Lender”), solely through its Mezzanine Finance Group (“Secured Party”).

WHEREAS, Secured Party and PANOS BRANDS, LLC, a Delaware limited liability company (“Debtor”), are parties to that certain Trademark Security Agreement dated as of December 17, 2010, which was recorded with The United States Patent and Trademark Office on December 27, 2010 at Reel 004441, Frame 0162, as amended by that certain First Amendment to Trademark Security Agreement dated as of February 25, 2013, which was recorded with The United States Patent and Trademark Office on March 2, 2013 at Reel 4973, Frame 0828 (the “Agreement”). Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Agreement.

WHEREAS, Lender, through its Structured Finance Group (“Senior Secured Party”), and Debtor are parties to that certain Trademark Security Agreement, dated as of December 17, 2010, which was recorded with The United States Patent and Trademark Office on December 23, 2010 at Reel 004440, Frame 0587, as amended by that certain First Amendment to Trademark Security Agreement dated as of February 25, 2013, which was recorded with The United States Patent and Trademark Office on March 1, 2013 at Reel 4973, Frame 0779 (the “Senior Agreement”);

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, and Lien on, (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications), including each U.S. federally registered mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses; and (g) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, the foregoing; and

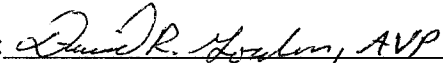
WHEREAS, Secured Party desires to release its rights and security interests in the Trademarks solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates its security interest in, Liens on, and all other rights in, to and under the Trademarks granted under the Agreement; *provided*, however, that nothing in this Release shall be construed as terminating, releasing, decreasing, diminishing, or in any other way altering any Lien or security interest for the benefit of the Senior Secured Party under the Senior Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, Lender has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: 
David R. Gardner, Assistant Vice President

SIGNATURE PAGE TO
RELEASE OF TRADEMARK SECURITY AGREEMENT (SENIOR SUBORDINATED)
(First Amendment to Amended and Restated Credit Agreement)

TRADEMARK
REEL: 005251 FRAME: 0798

SCHEDULE I
TRADEMARKS

Mark	Serial No./Reg. No.	Date of Registration/Date of Filing
A LITTLE LOVE GOES A LONG WAY	App. 85/045218	05/21/2010
AMORE <i>stylized</i>	2317663	2/15/2000
BETTER THAN ICE CRÈME?	2276209	09/7/1999
BETTER THAN MILK	1828468	3/29/1994
CHATFIELD'S	1612225	9/4/1990
DOWNEY'S ORIGINAL	2315664	2/8/2000
GREAT EXPECTATIONS	2765182	9/16/2003
HOME AGAIN	2568429	5/7/2002
HONEY BITZZZZZ and Design	3716769	11/24/2009
HAVE MORE FUN WITH YOUR HONEY!	3794443	5/25/2010
KA-ME <i>stylized</i>	0976038	1/1/1974
KA-ME <i>stylized</i>	1972148	5/7/1996
KA-ME	App. 85/045230	5/21/2010
MI-DELICIOUS	3554860	12/30/2008
MI-DEL	1952904	12/30/1996
MR. SPRINKLES and Design	2639073	10/22/2002
PANOS BRANDS	App. 85/045223	5/21/2010
PORT ARTHUR	1779075	6/29/1993
SESMARK	2187881	9/8/1998
SOY KAAS	App. 85/060498	6/11/2010
SOYA KAAS	1686574	5/12/1992
SWAN GARDENS and Design	2385672	9/12/2000
TAP 'N APPLE	1668642	12/17/1991
TOFU RELLA	1807738	12/30/1993
TURTLE DESIGN	App. 85/045226	5/21/2010
VEGIE KAAS	2641538	10/29/2002

Mark	Serial No./Reg. No.	Date of Registration/Date of Filing
VEGAN RELLA	App. 85/045182	5/21/2010
YANKEE CLIPPER	2714408	5/6/2003
ZAPATA	1281793	6/12/1984
ZAPATA	1880765	2/28/1995
BUNDT CAKE DESIGN	2369884	7/25/2000
PANOS BRANDS	85/630,473	02/28/2012
MI-DEL GINGERBREAD MEN and Design	85/422,954	07/14/1998
MI-DEL GINGERBREAD MEN and Design	85/422,956	05/22/2007
MI-DEL	4,106,831	10/16/2007
Turtle Design	2,172,951	02/28/2012
DREW & EVERETT PREMIUM NATURAL CHEESES and Design	3,244,701	07/14/1998
UDDERLY THE BEST!	3,311,088	05/22/2007