

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		04/08/2014	National Banking Association: OHIO
RECEIVING PARTY DATA			
Name:	Bybee Foods, LLC		
Street Address:	49203 West Anderson Road		
City:	Prosser		
State/Country:	WASHINGTON		
Postal Code:	99350		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3599365	COLUMBIA RIVER ORGANICS "FRESH FROM OUR	
CORRESPONDENCE DATA			
Fax Number:	2067577779		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2067578003		
Email:	shanelambing@dwt.com		
Correspondent Name:	Shane Lambing		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 2:	c/o IP DOCKETING DEPT.		
Address Line 4:	Seattle, WASHINGTON 98101-3045		
ATTORNEY DOCKET NUMBER:	0096234-1		
NAME OF SUBMITTER:	Shane Lambing		
SIGNATURE:	/Shane Lambing/		
DATE SIGNED:	04/11/2014		
Total Attachments: 5			
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TRADEMARK
REEL: 005258 FRAME: 0965

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 8, 2014 (the "Effective Date") by KeyBank National Association, as lead arranger, sole book runner and administrative agent (in such capacity, the "Agent") for the benefit of the Lenders (as defined in the Credit Agreement), and Bybee Foods, LLC, a Washington limited liability company ("Bybee Foods").

WHEREAS, Bybee Foods, Bybee Holding Company, LLC, a Washington limited liability company ("Holdings"), Bybee Farms, LLC, a Washington limited liability company ("Bybee Farms"), and Bybee Fresh Cut Foods, LLC, a Washington limited liability company ("Bybee Fresh Cut", collectively with Bybee Foods, Bybee Farms, and Holdings, the "Borrowers"), Lenders, and Agent entered into that certain Credit and Security Agreement, dated as of August 7, 2009 (the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement;

WHEREAS, as a condition to the financial accommodations provided to Borrowers in the Credit Agreement, Bybee Foods entered into an Intellectual Property Security Agreement dated as of August 7, 2009 (the "IP Security Agreement") in favor of Agent for the benefit of the Lenders pursuant to which Bybee Foods granted to Agent a continuing security interest in the Collateral (as defined in the IP Security Agreement), including but not limited to, all trademarks, trademark applications, trademark registrations, and after-acquired Collateral listed in Attachment A, all goodwill associated therewith and all Proceeds (as defined in the IP Security Agreement) of any and all of the foregoing;

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent & Trademark Office on September 17, 2009 at Reel 004063 and Frame 0373;

WHEREAS, as condition of a Loan Modification and Forbearance Agreement dated December 7, 2012, by and among Borrowers and Lenders, Bybee Foods entered into a Trademark Security Agreement dated as of December 7, 2012 (the "Trademark Security Agreement") in favor of Agent for the benefit of the Lenders pursuant to which Bybee Foods granted to Agent a continuing security interest in the Collateral (as defined in the Trademark Security Agreement), including but not limited to, all state, federal and foreign trademarks, trademark applications, trademark registrations, and after-acquired Collateral, including but not limited to such marks, names and applications listed in Attachment B attached hereto, all goodwill associated therewith and all proceeds (as specified in the Trademark Security Agreement) of any and all of the foregoing;

WHEREAS, all of the Obligations of the Borrowers have been satisfied in full and the Commitment and the Credit Agreement have been terminated;

WHEREAS, Bybee Foods requests that the Agent release its interest in the Collateral and terminate the IP Security Agreement and Trademark Security Agreement;

NOW, THEREFORE, Agent hereby terminates the IP Security Agreement and Trademark Security Agreement (collectively, "Security Agreements") and hereby terminates, cancels, re-pledges, reassigns and releases the security interests referenced in the Security Agreements that it has against the Collateral, together with the goodwill associated with such Collateral, and all proceeds of any and all of the foregoing.

If and to the extent the Agent has acquired, pursuant to the IP Security Agreement or Trademark Security Agreement, any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to Bybee Foods.

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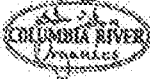
This Release shall be construed in accordance with and governed by the law of the State of Washington.

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TRADEMARK
REEL: 005258 FRAME: 0968

Attachment A

Trademark	Country	Application No. and/or Registration No. (as applicable)	Application Filing Date and/or Registration Date (as applicable)
COLUMBIA RIVER ORGANICS "FRESH FROM OUR FARM TO YOU" 	USA	Reg. No. 3,599,365	Reg. March 31, 2009

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IN WITNESS WHEREOF, the parties hereto have caused this Notice of Release of Security Interest in Trademarks to be duly executed as of the date first above written.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: 

Name: Larry T. Burke

Title: S.V.P.

Acknowledged and Accepted:

BYBEE FOODS, LLC

By: 

Name: Neal S. Bybee

Title: Manager

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TRADEMARK
REEL: 005258 FRAME: 0970

Attachment B

Trademark	Country	Application No. and/or Registration No. (as applicable)	Application Filing Date and/or Registration Date (as applicable)
Fresh From The Farm To You	USA	Application No. 85419370, Reg. No. 4236279	Reg. November 6, 2012
Farmers Bounty	USA	Reg. No. 4006352	Reg. August 2, 2011
Bybee Foods	USA	Reg. No. 3812421	Reg. July 6, 2010
Bybee Best	N/A	N/A	Unregistered

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