

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank, Atlanta	FORMERLY Trust Company Bank	05/02/2014	Banking Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Southeastern Mills, Inc.		
Street Address:	333 Old Lindale Road		
City:	Rome		
State/Country:	GEORGIA		
Postal Code:	30161		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1764757	SM	
Registration Number:	0418374	ROME BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-853-8136		
Email:	julie.murphy@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	59660-0012		
NAME OF SUBMITTER:	Lynleigh Richwine		
SIGNATURE:	/Lynleigh Richwine/		
DATE SIGNED:	05/02/2014		
Total Attachments: 2			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

Dated as of: May 2, 2014

Reference is made to that certain Trademark Security Agreement dated as of December 22, 1993 (the "Agreement") and recorded January 10, 1994 in the United States Patent and Trademark Office at Reel 1090, Frame 0244, and the First Amendment to Trademark Security Agreement dated as of November 29, 1995 (the "Amendment") and recorded March 11, 1996 in the United States Patent and Trademark Office at Reel 1405, Frame 0097, both made by Southeastern Mills, Inc. (the "Borrower"), in favor of SunTrust Bank, Atlanta located at 25 Park Place, Atlanta, Georgia 30303 (formerly Trust Company Bank, a Georgia banking corporation) as Agent (in such capacity, the "Agent"), for the lenders from time to time party to the Credit Agreement described in the Agreement (the "Lenders").

WHEREAS, in connection with the Borrower entering into the Agreement and the Amendment, Agent and the Lenders have agreed to release and terminate their respective security interests, if any, in the trademarks listed on the attached **Schedule A**;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and Lenders hereby release to the Borrower, all of the Agent's and Lenders' right title and interest in and to the trademarks listed on **Schedule A** hereto, and the goodwill associated therewith, and all rights pertaining thereto, without recourse, representation or warranty of any kind.

IN WITNESS WHEREOF, the Agent, on behalf of itself and the Lenders, has caused this Release to be duly executed by its authorized officer or agent as of the date first set forth above.

Suntrust Bank, Atlanta

By: [Signature]

Name: Sherry D. Harris

Title: Managing Director

State of GA)

County of DeKalb)

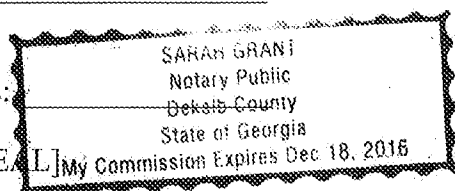
On this 2nd day of May, 2014, before me, a Notary Public in and for the County and State aforesaid, personally appeared Sherry Harris, a duly authorized person of Suntrust Bank, Atlanta, who acknowledged the execution of the foregoing instrument as his/her own free and voluntary act for and on behalf of such entity and stated his/her execution on behalf of such entity was duly authorized and approved by all appropriate action of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

[Signature]
Notary Public

My commission expires:

[NOTARIAL SEAL]



SCHEDULE A

TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Registration No.</i>	<i>Reg. Date</i>
STIVER'S BEST and Design	267,680	2/25/90
ROMETA	282,986	5/12/91
ROME BEAUTY	418,374	12/18/85
FOUR ROSES	542,238	5/15/91
GOOD LOAF	551,882	12/11/91
HOLD & BAKE	1,694,691	6/16/92
SM & Design	1,764,757	4/13/93
OLD FASHIONED PEPPER GRAVY MIX	1,806,298	11/23/93