

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ALLY COMMERCIAL FINANCE LLC f/k/a GMAC

COMMERCIAL FINANCE LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: DE

Execution Date(s) May 1, 2014

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
 No

Name: ALLY BANK

Internal Address:

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: NY

Country: USA

Zip: 10036

Bank Citizenship: Utah

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment of Security Interest Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1 Only

B. Trademark Registration No.(s) See Attached Schedule 1 Only

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Kareem Ansley
Signature

May 8, 2014
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 85075503

EXHIBIT A
Trademarks

Mark	Registration No.	Registration Date	Serial No. (if applicable)
AMERIQUEAL (name)	1555003	09/05/1989	73-729529
AQAMERIQUEAL (logo)	1554011	08/29/1989	73-729137
APACK	3621021	05/12/2009	78-854942
APACK READY MEAL	3701978	10/27/2009	77-105527
APACK READY MEAL SELF- HEATING EMERGENCY MEAL	3395563	03/11/2008	77-106728
EASY RICE		09/27/2011	85-075503
MARKET STREET CLASSICS MINUTE MEALS	NA	NA	77-879314

**NOTICE OF ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT**

This NOTICE OF ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Notice of Assignment") is made this 1st day of May, 2014, by ALLY COMMERCIAL FINANCE LLC, formerly known as GMAC Commercial Finance LLC ("Assignor") in favor of ALLY BANK ("Assignee").

WHEREAS, Assignor is a party to that certain (i) Trademark Security Agreement, dated March 31, 2005, and recorded with the United States Patent and Trademark Office ("USPTO") on March 31, 2005, at reel 3057, frame 0124, (ii) Amendment No. 1 to Trademark Security Agreement, dated March 10, 2010, and recorded with the USPTO on March 12, 2010, at reel 4166, frame 0459, and (iii) Amendment No. 2 to Trademark Security Agreement, dated March 28, 2011, and recorded with the USPTO on March 30, 2011, at reel 4519, frame 0833 (each of the foregoing shall be collectively referred to as the "Trademark Security Agreement"), pursuant to which AMERIQUEAL GROUP, LLC (the "Company") granted to Assignor a security interest in the trademarks of the Company described in the Trademark Security Agreement and identified in **Exhibit A** attached hereto; and

WHEREAS, effective as of the date hereof, Assignee has been appointed successor Agent under the Trademark Security Agreement and Assignee has accepted and assumed all of Assignor's right, title and interest in, to and under the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, this will confirm that Assignor has assigned and transferred to Assignee, as successor to Assignor, all right, title and interest of Assignor in and to the Trademark Security Agreement and the trademarks identified in Exhibit A attached hereto.

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