

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America, as Collateral Agent		07/10/2014	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Guckenheimer Services, LLC
Street Address:	Three Lagoon Drive, Suite 325
City:	Redwood Shores
State/Country:	CALIFORNIA
Postal Code:	90465
Entity Type:	CORPORATION : DELAWARE <i>limited liability company</i>

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2362392	GUCKENHEIMER
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL
Registration Number:	2379729	WHATEVER IT TAKES
Registration Number:	2438182	GUCKENHEIMER G
Registration Number:	3010690	G
Registration Number:	3338852	HEALTH, NUTRITION AND THE ENVIRONMENT
Registration Number:	4083322	NOURISHING INSPIRATION
Registration Number:	4084066	G
Registration Number:	4084067	GUCKENHEIMER
Registration Number:	4201893	FOOD TO COME TO WORK FOR
Registration Number:	4267988	THE BLUE GLASS CAFE
Registration Number:	4267989	THE BLUE GLASS CAFE

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin

CH \$315.00 2362392

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 10, 2014, is made by The Prudential Insurance Company of America, as the Collateral Agent for the Noteholders (each, as defined below), in favor of Guckenheimer Services, LLC, a Delaware limited liability company (the "Grantor").

A. Reference is made to that certain Sixth Amended and Restated Securities Purchase and Revolving Credit Agreement, dated January 14, 2013 (the "Note Agreement"), by and among the Grantor, Guckenheimer Holdings, LLC ("Holdings"), and Guckenheimer Services, LLC ("Company"), certain purchasers and The Prudential Insurance Company of America, as collateral agent ("Collateral Agent") for the holders from time to time of the Notes issued thereunder (the "Noteholders"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Note Agreement.

B. Reference is made to the Amended and Restated Security Agreement, dated as of February 14, 2013, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, Holdings, Company, certain of their affiliates and the Collateral Agent, pursuant to which, among other things, the Grantor granted a security interest to the Collateral Agent, for the benefit of the Noteholders, in, among other things, the trademarks, trademark applications, patents, patent applications, copyrights and copyright applications of the Grantor, including, without limitation, the trademarks set forth on Schedule 1 hereto (collectively, the "Trademarks"), pursuant to the Notice of Grant of Security Interest in Intellectual Property filed in connection with the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, "IP Security Agreement"), among the Grantor and the Collateral Agent.

C. In connection with the termination of the Note Agreement, the Security Agreement and the IP Security Agreement, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Noteholders and each other grantee or beneficiary in and to the Trademarks granted under the Security Agreement.

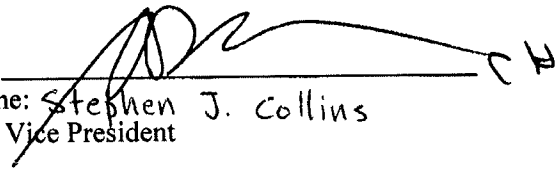
Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks, including, without limitation, those set forth on Schedule 1 attached hereto, pursuant to the Security Agreement and the IP Security Agreement, shall automatically terminate, the debt secured thereby having been paid and satisfied in full and any right, title or interest of the Collateral Agent in such Trademarks shall hereby cease and become void.

The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the Grantor. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By: 
Name: Stephen J. Collins
Its: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005321 FRAME: 0767

Schedule I
Trademarks

Mark	Application/ Registration No.	Application/ Registration Date
GUCKENHEIMER	2362392	June 27, 2000
WE DO A COMMON THING UNCOMMONLY WELL	2375511	August 8, 2000
WHATEVER IT TAKES	2379729	August 22, 2000
GUCKENHEIMER G	2438182	March 27, 2001
G	3010690	November 1, 2005
HEALTH, NUTRITION AND THE ENVIRONMENT	3338852	November 20, 2007
Nourishing Inspiration	4083322	1/10/2012
'G' STEAM BOWL (DESIGN MARK)	4084066	1/10/2012
'GUCKENHEIMER" STEAM BOWL (DESIGN MARK)	4084067	1/10/2012
FOOD TO COME TO WORK FOR	4201893	9/4/2012
THE BLUE GLASS CAFE	4267988	1/1/2013
THE BLUE GLASS CAFE	4267989	01/01/2013