

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		07/22/2014	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Niman Ranch, Inc.
<b>Street Address:</b>	1600 HARBOR BAY PARKWAY
<b>Internal Address:</b>	Suite 250
<b>City:</b>	Alameda
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94502
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Serial Number:</b>	77635028	AMERICAN FIELDS
<b>Serial Number:</b>	77635032	EARTH DAY EVERY DAY
<b>Registration Number:</b>	2794554	NIMAN RANCH N
<b>Registration Number:</b>	2612904	NIMAN RANCH
<b>Registration Number:</b>	2628416	FEARLESS
<b>Registration Number:</b>	3138302	RAISED WITH CARE
<b>Registration Number:</b>	3186922	NIMAN RANCH

## CORRESPONDENCE DATA

Fax Number:

*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: 202 663-7271

Email: thomas.brooke@hklaw.com, ptdocketing@hklaw.com

Correspondent Name: Thomas W. Brooke, Holland &amp; Knight LLP

Address Line 1: 800 17th Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, D.C. 20006

TRADEMARK

REEL: 005327 FRAME: 0820

900295930

OP \$190.00 77635028

<b>ATTORNEY DOCKET NUMBER:</b>	112235/10
<b>NAME OF SUBMITTER:</b>	Thomas W. Brooke
<b>SIGNATURE:</b>	/Thomas W. Brooke/
<b>DATE SIGNED:</b>	07/22/2014
<b>Total Attachments: 3</b> source=Trademark Release - Niman Ranch#page1.tif source=Trademark Release - Niman Ranch#page2.tif source=Trademark Release - Niman Ranch#page3.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this “Release”) is made as of July 22, 2014 (“Effective Date”) by U.S. BANK NATIONAL ASSOCIATION (successor in interest to RBS CITIZENS, N.A.) in its capacity as administrative agent under the Trademark Security Agreement described below (“Agent”) in favor of NIMAN RANCH, INC., a California corporation (“Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

**WHEREAS**, Grantor and Agent entered into that certain Trademark Security Agreement by and between Grantor, Agent and the Lender parties thereto dated January 23, 2009 (the “Trademark Security Agreement”), wherein Grantor granted to Agent a security interest in the Trademarks (as defined in the Trademark Security Agreement), including the trademarks and trademark applications set forth on Schedule A hereto (collectively, the “Trademark Collateral”);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2009, at Reel 3925, Frame 0234; and

**WHEREAS**, Grantor requests a specific release of the security interest granted and recorded against the Trademarks.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby (i) terminates the Trademark Security Agreement and releases and re-assigns to Grantor any and all liens, security interests, right, title and interest it may have in, to and under the Trademark Collateral, together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of Agent’s rights under the Trademark Security Agreement with respect to the Trademark Collateral.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois and applicable federal law.

\* \* \* \* \*

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION

By   
Name MARK R. MOTZ  
Title SENIOR VICE PRESIDENT

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NUMBER</b>	<b>REGIS./ FILE DATE</b>
American Fields	77635028	12/17/08
Earth Day Every Day	77635032	12/17/08
Niman Ranch Marin	2794554	12/16/03
Niman Ranch	2612904	8/27/02
Fearless Franks	2628416	10/01/02
Raised With Care	3138302	9/05/06
Niman Ranch	3186922	12/19/06