

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SummitBridge National Investments II LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sun Valley Produce, LLC c/o The Sun Valley Group, Inc.		
Street Address:	3160 Upper Bay Road		
City:	Arcata		
State/Country:	CALIFORNIA		
Postal Code:	95521		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4288603	PLEASANT VALLEY PRODUCE	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>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.</i>			
Phone:	(212) 836-7319		
Email:	psomelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	16-06		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	59925-0002-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	08/04/2014		
Total Attachments: 5			
source=Trademark Release - Sun Valley Produce LLP - Final August 1#page1.tif			
source=Trademark Release - Sun Valley Produce LLP - Final August 1#page2.tif			
source=Trademark Release - Sun Valley Produce LLP - Final August 1#page3.tif			
source=Trademark Release - Sun Valley Produce LLP - Final August 1#page4.tif			

CH \$40.00 4288603

TRADEMARK

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2014, is made by SummitBridge National Investments II LLC ("Grantee").

WITNESSETH:

WHEREAS, Sun Valley Produce, LLC, a California limited liability company (the "Grantor"), is a party to the Guarantee and Collateral Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Collateral Agreement"), made by the Grantor and the other grantors party thereto in favor of Grantee;

WHEREAS, pursuant to (i) the Collateral Agreement and (ii) the Trademark Security Agreement, dated as of January 27, 2014 (the "Trademark Security Agreement"), made by the Grantor in favor of Grantee, the Grantor granted a security interest (the "Security Interest") to the Grantee in the Trademark Collateral (as defined in the Trademark Security Agreement), including in the trademark registrations and applications listed on Annex A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 29, 2014 at Reel 5274 and Frame 0271; and

WHEREAS, Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, but solely to the extent its Security Interest in the Trademark Collateral was granted pursuant to the Collateral Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, but solely to the extent its Security Interest in the Trademark Collateral was granted pursuant to either or both of the Collateral Agreement and the Trademark Security Agreement.
2. Further Assurances. The Grantee hereby agrees, at the Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the release of the Security Interest contemplated hereby.
3. Acknowledgement. Grantor hereby acknowledges, agrees and confirms that (i) this termination, release and discharge of the security interest granted to Grantee in the Trademark Collateral applies solely to the security interest granted to Grantee in the Trademark

Collateral pursuant to the Collateral Agreement and the Trademark Security Agreement and (ii) Grantee has, and shall continue to have, security interests in the Trademark Collateral granted by Grantor pursuant to (x) the Amended and Restated Guaranty and Security Agreement, dated as of or about the date hereof (as amended, restated or modified from time to time, the “Term Security Agreement”), among the Grantor, Grantor’s affiliates party thereto and the Grantee, amending and restating in its entirety the Original Guaranty and Security Agreements (as defined in the Term Security Agreement) and (y) the Trademark Security Agreement, dated as January 27, 2014, made by the Grantor in favor of Grantee in connection with the Original Guaranty and Security Agreements, which security interests are not being terminated and remain perfected and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SUMMITBRIDGE NATIONAL INVESTMENTS
II LLC, as Grantee

By: _____
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

ACKNOWLEDGED AND AGREED:

SUN VALLEY PRODUCE, LLC, as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SUMMITBRIDGE NATIONAL INVESTMENTS
II LLC, as Grantee

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

SUN VALLEY PRODUCE, LLC, as Grantor

By: _____
Name: _____
Title: *CEO* *Lance Petriera*

[Signature Page to Trademark Release - Sun Valley Produce]

Schedule A

UNITED STATES TRADEMARKS:

Registrations:

Owner	Mark	Reg. Date	Reg. No.
Sun Valley Produce, LLC	PLEASANT VALLEY PRODUCE AND DESIGN	2/12/2013	4,288,603