

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Secured Party		08/18/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NATURE'S BEST		
Street Address:	105 South Puente Street		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1671265	HEALTHBEST	
Registration Number:	1676217	HEALTH BEST	
Registration Number:	2722932	SOY POWER	
Registration Number:	2828586	HEALTHBEST	
Registration Number:	3433609	THE NATURAL PRODUCTS DISTRIBUTOR	
Registration Number:	3851989	OUR PANTRY ORGANICS	
Registration Number:	3800060	OUR PANTRY QUALITY ORGANICS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	035909-0037		
NAME OF SUBMITTER:	Zeynep Gieseke		

CH \$190.00 1671265

SIGNATURE:	/zg/
DATE SIGNED:	08/18/2014
Total Attachments: 4 source=Active_59482579_1_Executed Release of Security Interest in TMs#page1.tif source=Active_59482579_1_Executed Release of Security Interest in TMs#page2.tif source=Active_59482579_1_Executed Release of Security Interest in TMs#page3.tif source=Active_59482579_1_Executed Release of Security Interest in TMs#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), is made as of August 18, 2014, by Bank of America, N.A., a national banking association as collateral agent (the "Secured Party"), having an office at 333 South Hope Street, 13th Floor, Los Angeles, California 90071, in favor of Nature's Best, a California corporation (the "Pledgor"), having an office at whose address is 105 South Puente Street, Brea, California 92821

WHEREAS, Pledgor and Secured Party are parties to that certain Trademark and Trade Name Security Agreement, dated May 30, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), and that certain Amended and Restated Trademark and Trade Name Security Agreement, dated January 26, 2007, as amended by that certain First Amendment to Amended and Restated Trademark and Trade Name Security Agreement, dated May 31, 2011 (as so amended, the "Amended Agreement"), pursuant to which Pledgor granted to Secured Party a security interest in the Trademark Collateral (as that term is defined in the Agreement and Amended Agreement), including, without limitation, the trademarks and trademark applications set forth on Schedule A hereto;

WHEREAS, the Agreement was recorded in the United States Patent and Trademark Office on January 22, 2002 at Reel 2435, Frame 0682; and

WHEREAS, the Amended Agreement was recorded in the United States Patent and Trademark Office on August 13, 2007 at Reel 3600, Frame 0373; and

WHEREAS, Secured Party now wishes to terminate and release its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

(a) unconditionally, irrevocably and absolutely terminates, extinguishes, releases and forever discharges all of the Secured Party's now existing or hereafter acquired right, title and interest (including any security interest) in and to all Trademark Collateral, whether granted pursuant to the Agreement, the Amended Agreement or any other agreement or document delivered in connection therewith, including without limitation, the trademarks and trademark applications set forth on Schedule A hereto, and the goodwill of the business symbolized by the Trademark Collateral, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(b) irrevocably reassigns to the Pledgor all right, title and interest of the Secured Party in and to all Trademark Collateral, including without limitation, the trademarks and trademark applications set forth on Schedule A hereto and the goodwill of the business symbolized by the Trademark Collateral, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

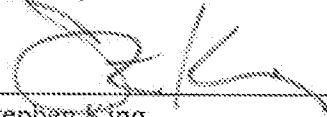
(c) authorizes that the United States Patent and Trademark Office to note and record this Release; and

(d) agrees, from time to time upon Pledgor's written request and at Pledgor's expense, to promptly execute and deliver to Pledgor any and all further instruments and documents and take such other further actions as Pledgor reasonably requests to effectuate, evidence, or reflect of public record the consummation of the termination, release, and assignment contemplated by this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed this Release as of the date first above written.

BANK OF AMERICA, N.A.,
as Secured Party

By: 
Name: Stephen King
Title: Senior Vice President

Schedule A

Trademark	Registration Number
HEALTHBEST	1,671,265
HEALTH BEST	1,676,217
Nature's Best (plus design)	California State Registration No. 48135
SOY POWER (and design)	2,722,932
HEALTHBEST (and design)	2,828,586
THE NATURAL PRODUCTS DISTRIBUTION	3,433,609
OUR PANTRY ORGANICS	3,851,989
OUR PANTRY QUALITY ORGANICS	3,800,060