

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank of Pennsylvania		09/26/2014	National Association: Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	JTM Foods LLC		
Street Address:	2126 East 33rd Street		
City:	Erie		
State/Country:	PENNSYLVANIA		
Postal Code:	16510		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1872710		
Registration Number:	1887335	JJ'S	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Beth D. Vogel		
Address Line 1:	222 East 41 Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	108344-600031		
NAME OF SUBMITTER:	Beth D. Vogel		
SIGNATURE:	/Beth D. Vogel/		
DATE SIGNED:	09/29/2014		
Total Attachments: 3			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of September 26, 2014 by Citizens Bank of Pennsylvania (the "Bank") in favor of JTM Foods LLC, a Pennsylvania limited liability company f/k/a JTM Foods, Inc. (the "Company"), and JTM Holdings LLC, a Delaware limited liability company ("Holdings"; and together with the Company, the "Borrowers").

WITNESSETH:

WHEREAS, the Borrowers and the Bank are parties to that certain Revolving Credit and Term Loan Agreement, dated as of January 4, 2011 (as amended pursuant to that certain First Amendment to Credit Agreement dated as of May 1, 2012, that certain Second Amendment to Credit Agreement dated as of September 26, 2013 and that certain Third Amendment to Credit Agreement dated as of May 30, 2014, the "Loan Agreement"; capitalized terms used but not otherwise defined herein having the same meanings given to such terms in the Loan Agreement);

WHEREAS, in connection with the Loan Agreement and the transactions consummated pursuant thereto, the Borrowers and the Bank entered into that certain Security Agreement, dated as of January 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Borrowers granted a security interest in the Collateral (including those certain trademarks of the Borrowers identified on Exhibit A attached hereto) in favor of the Bank to secure the obligations owing by the Borrowers under the Loan Agreement and the other Loan Documents and such Security Agreement was recorded with the U.S. Patent & Trademark Office ("USPTO") at Reel/Frame 4464/0706 on February 1, 2011; and

WHEREAS, the Borrowers, having satisfied all of their obligations under the Loan Agreement and the other Loan Documents, received from the Bank that certain payoff letter dated September 25, 2014, pursuant to which, among other things, all security interests and liens created by the Loan Agreement, the Security Agreement and other Loan Documents were terminated and released.

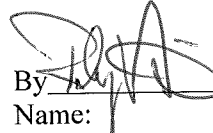
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby releases and terminates all of its right, title and interest in and to the trademarks identified on Exhibit A attached hereto, the debt secured thereby having been paid and satisfied in full, and any right, title or interest of the Bank in such trademarks shall hereby cease and become void, and reassigns to the Borrowers all right, title and interest of the Bank in and to such trademarks.

The Bank hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the release and termination of the security interest contemplated hereby. Borrowers or their designee may record this Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Release and, to the extent applicable, the parties hereto authorize and request that the USPTO record this Release.

This Release may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Release by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Release.

IN WITNESS WHEREOF, the Bank has caused this Release of Security Interests in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITIZENS BANK OF PENNSYLVANIA

By 
 Name: RODNEY VINGLE
 Title: VICE PRESIDENT

[STATE] OF Pennsylvania §
 COUNTY OF Allegheny §

The undersigned, a Notary Public in and for said County, in the [State] aforesaid, does hereby certify that Rodney Vingle, the Vice President of Citizens Bank of Pennsylvania, personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as his/her free and voluntary act, and as the free and voluntary act and deed of Citizens Bank of Pennsylvania, for the uses and purposes therein set forth.

Given under my hand and seal as of this 25th day of September, 2014.

Jennifer L. Nail
 Notary Public

My Commission Expires: February 12, 2018

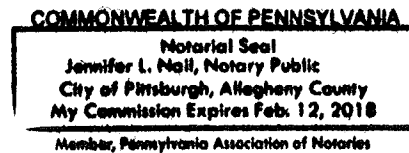



Exhibit A

Trademarks

Trademark	Record Owner	Registration/ Issue #	Registration/ Issue Date
	JTM Foods LLC	1872710	10-Jan-1995
JJ'S	JTM Foods LLC	1887335	04-Apr-1995