

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 4419/0949		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/01/2014	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Simmons Prepared Foods, Inc		
Street Address:	601 N. Hico		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3253193	BLUE RIBBON	
Registration Number:	2228494	SAGER CREEK FARMS	
Registration Number:	640432	TOWN & COUNTRY	
Registration Number:	979508	MENU MAKER	
Registration Number:	829553	TOWN & COUNTRY	
Registration Number:	701087	TOWN & COUNTRY	
Registration Number:	3765598	NO-BONES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	10/02/2014		

OP \$190.00 3253193

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), is dated as of October 1, 2014, by and between SIMMONS PREPARED FOODS, INC., an Arkansas corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, pursuant to the terms and conditions of (i) the Second Lien Collateral Agreement, dated as of November 3, 2010, among the Grantor, its affiliates and the Collateral Agent (as amended from time to time, the "Collateral Agreement") and (ii) the Grant of Security Interest in Trademarks and Patents, dated as of November 3, 2010, between the Grantor and Collateral Agent and recorded with the U.S. Patent and Trademark Office on November 22, 2010 at (Trademark Reel 004419 and Frame 0949), the Grantor granted to the Collateral Agent a security interest in, and a lien upon, all of Grantor's right, title and interest in and to, among other things, the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto (the "Trademarks").

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks as herein provided;

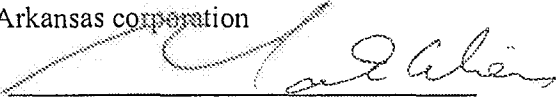
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

1. Release and Assignment. The Collateral Agent hereby terminates and releases its security interest in and second priority lien on all of the Trademarks, and the Collateral Agent hereby assigns and transfers to the Grantor, without recourse, all of the Collateral Agent's right, title and interest in and to each of the Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.
2. Acknowledgment and Acceptance. The Grantor hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.
3. Counterparts. This Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Release. Any party delivering an executed counterpart of this Release by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first set forth above.

GRANTOR:

SIMMONS PREPARED FOODS, INC.,
an Arkansas corporation

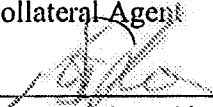
By: 

Print Name: Mark A. Wiens

Title: Executive Vice President and Chief Financial Officer

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Patrick T. Giordano
Title: Vice President

Schedule A - Trademarks

Trademark	Registration #	Issue Date	Owner
Blue Ribbon	3,253,193	6/19/2007	Simmons Prepared Foods, Inc.
Sager Creek Farms	2,228,494	3/2/1999	Simmons Prepared Foods, Inc.
Town & Country	0,640,432	1/22/1957	Simmons Prepared Foods, Inc.
Menu Maker	0,979,508	2/26/1974	Simmons Prepared Foods, Inc.
Town & Country	0,829,553	5/30/1967	Simmons Prepared Foods, Inc.
Town & Country	0,701,087	7/12/1960	Simmons Prepared Foods, Inc.
No Bones	3,765,598	3/23/2010	Simmons Prepared Foods, Inc.