

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame 4419/0966		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		10/01/2014	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simmons Foods, Inc.		
<b>Street Address:</b>	601 N. Hico		
<b>City:</b>	Siloam Springs		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72761		
<b>Entity Type:</b>	CORPORATION: ARKANSAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3560136	WAFEER	
<b>Registration Number:</b>	2445829	SIMMONS	
<b>Registration Number:</b>	2354345	SIMMONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	10/02/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## 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 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 0966), 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.

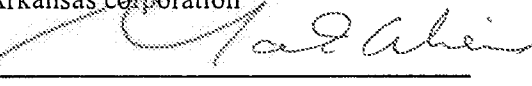
2. Acknowledgment and Acceptance. The Grantor hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.

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 FOODS, INC.,**  
an Arkansas corporation

By: 

Print Name: Mark A. Wiens

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Release – Simmons Foods]

**TRADEMARK**  
**REEL: 005373 FRAME: 0171**

**COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
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Name: Patrick T. Giordano

Title: Vice President

**Schedule A - Trademarks**

Trademark Description	Registration #	Issue Date	Owner
Wafeer	3,560,136	1/13/2009	Simmons Foods, Inc.
Simmons	2,445,829	4/24/2001	Simmons Foods, Inc.
Simmons	2,354,345	6/6/2000	Simmons Foods, Inc.