

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ONEWEST BANK N.A. (formely known as OneWest Bank, FSB)		10/28/2014	Administrative Agent:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEASDALE FOODS, INC. (f/k/a Zateca Foods, Inc.)		
<b>Street Address:</b>	901 Packers Street		
<b>Internal Address:</b>	Box 814		
<b>City:</b>	Atwater		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95301		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2345055	ELKHORN	
<b>Registration Number:</b>	2155193	ZATECA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>Phone:</b>	212.310.8000		
<b>Email:</b>	Rachel.Trudeau@weil.com		
<b>Correspondent Name:</b>	Rachel Trudeau		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	74794.0035 RACHEL TRUDEAU		
<b>NAME OF SUBMITTER:</b>	Rachel Trudeau		
<b>SIGNATURE:</b>	/Rachel Trudeau/		
<b>DATE SIGNED:</b>	10/28/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of October 28, 2014, and made by ONEWEST BANK N.A. (formerly known as OneWest Bank, FSB), in its capacity as administrative agent for the Lenders (as defined in the Security Agreement (as hereinafter defined)) ("Grantee") to TEASDALE FOODS, INC. (f/k/a Zateca Foods, Inc.) ("Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 3, 2012 made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain Collateral (as defined in the Security Agreement), including the Trademarks (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 6, 2012, at Reel 4913 and Frame 0717; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

Release of Security Interest. Grantee, on its own behalf and on behalf of the other Creditor Parties (as defined in the Security Agreement), hereby terminates the Security Agreement and terminates releases and discharges the security interest in the Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

ONEWEST BANK N.A. (formerly known as  
OneWest Bank, FSB), as Grantee

By:   
Name: **DAVID LIGON**  
Title: **EXECUTIVE VICE PRESIDENT**

SCHEDULE A

I. TRADEMARK REGISTRATIONS

Live Marks:

<b>TRADEMARK</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REGISTRATION DATE</b>
ELKHORN	Zateca Foods, Inc.	USA	2345055	April 25, 2000
ZATECA	Zateca Foods, Inc.	USA	2155193	May 5, 1998

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.