

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transportation Alliance Bank Inc.		11/25/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NG Acquisition, LLC		
<b>Street Address:</b>	1050 South 200 West		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4124313	NUTTY GUYS	
<b>Registration Number:</b>	3977295	NUTTY GUYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>	602-382-6572		
<b>Email:</b>	krigby@swlaw.com, enielsen@swlaw.com		
<b>Correspondent Name:</b>	Eric Nielsen		
<b>Address Line 1:</b>	400 East Van Buren		
<b>Address Line 2:</b>	One Arizona Center		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	63530.00042		
<b>NAME OF SUBMITTER:</b>	Eric Nielsen		
<b>SIGNATURE:</b>	/Eric Nielsen/		
<b>DATE SIGNED:</b>	11/25/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK

## RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of this 25th day of November, 2014 by TRANSPORTATION ALLIANCE BANK INC., a Utah corporation ("Secured Party").

WHEREAS, NG ACQUISITION, LLC, an Ohio limited liability company ("Debtor"), owns collateral, including the trademark collateral and patent collateral listed on Schedule "A" hereto, some of which is pending and/or registered in the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, Debtor has granted to the Secured Party security interests in "Collateral," as that term has been defined, and as set forth in the Patent and Trademark Security Agreement, dated July 17, 2014 (as amended, modified and supplemented, the "Intellectual Property Security Agreement"), and previously recorded in the USPTO at Reel/Frame 005327 / 0426; and

WHEREAS, the Secured Party has agreed to release its security interests in all of the Collateral, which includes the trademark collateral and patent collateral listed on Schedule "A" hereto, and further including all goodwill associated with the foregoing, and the applications therefor and registrations thereof, and any other rights and interest it might have arising out of the Intellectual Property Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby releases its security interests in all of the Collateral, and further including all goodwill associated with the foregoing, and the applications therefor and registrations thereof, and any other rights and interest it might have arising out of the Intellectual Property Security Agreement.

[Remainder of page left intentionally blank-----Signature page follows]

EXECUTED on this 25<sup>th</sup> day of November, 2014.

**SECURED PARTY:**

**TRANSPORTATION ALLIANCE BANK INC.,**  
a Utah corporation

By: [Signature]  
Name: David L. Law  
Title: Vice President

STATE OF Utah )  
County of Weber ) ss.

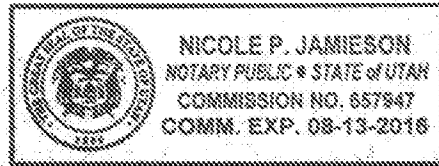
On this 25<sup>th</sup> day of November 25, 2014, before me, a notary public in and for said county, appeared David L. Law, the Vice President of TRANSPORTATION ALLIANCE BANK INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

[Signature]  
Notary Public

My commission expires:

8/13/16



SCHEDULE "A"

Word Mark: NUTTY GUYS AND Mark

Goods and Services: IC 039, US 046, G & S: Pre-packaged and bulk processed, candied and dried foods, namely, dried fruit, nuts, seasoned nuts, candied nuts, processed edible seeds. FIRST USE: 20000101. FIRST USE IN COMMERCE: 20000101. Mark Drawing Code: (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Serial Number: 85267158

Filing Date: March 15, 2011

Current Basis: 1A; Original Filing Basis: 1A

Published for Opposition: January 24, 2012

Registration Number: 4124313

Registration Date: April 10, 2012

Owner: (REGISTRANT) Nutty Guys, Inc. CORPORATION UTAH 3528 West 500 South, Ste. A Salt Lake City UTAH 84104

<b>Word Mark</b>	NUTTY GUYS
<b>Goods and Services</b>	IC 035, US 100 101 102, G & S: Reseller services, namely, distributorship services in the field of pre-packaged and bulk snack foods, candy, confections, dried fruit, prepared and raw nuts, mixes, granola, edible seeds and snack mixes. FIRST USE: 20030200. FIRST USE IN COMMERCE: 20030200
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	85160057
<b>Filing Date</b>	October 25, 2010
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	March 29, 2011
<b>Registration Number</b>	3977295
<b>Registration Date</b>	June 14, 2011