

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324512

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/21/2014	CORPORATION: ILLINOIS <i>Delaware</i>
RECEIVING PARTY DATA			
Name:	Richelieu Foods, Inc.		
Street Address:	222 Forbes Road		
Internal Address:	Suite 4400		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	INC. ASSOCIATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77582853	BENCHMARK	
Serial Number:	72117143	BONNE CHERE	
Serial Number:	78843378	CATERER'S COLLECTION	
Serial Number:	74044256	CHEF ANTONIO	
Serial Number:	75315228	GROCER'S GARDEN	
Serial Number:	74087973	GROCER'S GARDEN	
Serial Number:	75173379	PIZZA PRESTO!	
Serial Number:	78189464	RICHELIEU	
Serial Number:	74202127	RICHELIEU	
Serial Number:	71500952	RICHELIEU	
Serial Number:	77602690	BONNE CHERE SINCE 1961	
Serial Number:	77907616	GROCER'S GARDEN	
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:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		

OP \$315.00 77582853

Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009168

NAME OF SUBMITTER: Sally Sexton

SIGNATURE: /sallysexton/

DATE SIGNED: 11/26/2014

Total Attachments: 6

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of November 21, 2014 (this "Release"), from General Electric Capital Corporation, a Delaware corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of Richelieu Foods, Inc., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 18, 2010 (as amended, restated, supplemented or otherwise modified, including as amended by that certain Amendment No. 1, dated as of June 30, 2011, that certain Amendment No. 2 dated as of December 25, 2011, that certain Amendment No. 3, dated as of March 16, 2012, and that certain Waiver and Amendment No. 4, dated as of August 27, 2013, the "Credit Agreement"), among the Pledgor, the other Credit Parties, the Lenders and L/C Issuers from time party thereto and Agent, the Pledgor, Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of November 18, 2010 (as amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Pledgor entered into that certain Notice of Grant of Security in Trademarks, dated as of November 18, 2010 (the "Trademark Security Agreement"), in favor of Agent, under which the Pledgor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the Pledgor's right, title and interest in, to and under the Trademarks and other Collateral referred to in Section 2 of the Trademark Security Agreement, including the items set forth on Schedule I (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on November 18, 2010 on Reel: 4418, Frame: 0177; and

WHEREAS, the Pledgor has paid all of its outstanding indebtedness to Agent, and Agent now desires to terminate and release the entirety of any and all of its Lien on and security interest in and relating to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.
2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all of its Lien on and security interest in and relating to the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I attached hereto, (ii) terminates the

Trademark Security Agreement and (iii) re-assigns to the Pledgor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void. This Release is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to the Pledgor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably requested by the Pledgor to more fully and effectively effect the release of any and all security interest it may have in or relating to the Trademarks contemplated hereby.

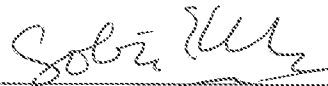
4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION,

as Agent

By: 

Name: Sobia Khaliq


Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]



TRADEMARK
REEL: 005410 FRAME: 0793

SCHEDULE I

Trademark Registrations

Mark (Jurisdiction)	Serial No. Reg. No.	Filed Issued	Goods / Services with Class	Owner/Assignee of Record	Current Status
BENCHMARK (U.S. Federal)	77-582853 3675559	Oct. 1, 2008 Sep. 1, 2009	Barbeque sauce in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered
BONNE CHERE and Design (U.S. Federal) 	72-117143 730886	Apr. 4, 1961 May 1, 1962	Salad dressings, tartar sauce, barbecue sauce, soup bases and pancake syrup in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered
CATERER'S COLLECTION (U.S. Federal)	78-843378 3231944	Mar. 22, 2006 Apr. 17, 2007	Gourmet dairy based dips in Class 29	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
CHEF ANTONIO (U.S. Federal)	74-044256 1689621	Mar. 29, 1990 May 26, 1992	Frozen pizza in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
GROCER'S GARDEN (U.S. Federal)	75-315228 2517683	Jun. 26, 1997 Dec. 11, 2001	Marinades; ham glazes; vinaigrette; mayonnaise, salsas, picante sauce; sauces, namely, teriyaki sauces, seafood sauces, tomato sauces, cocktail sauces, tartar sauces in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
GROCER'S GARDEN (U.S. Federal)	74-087973 1704331	Aug. 14, 1990 Jul. 28, 1992	Salad dressings; dairy-based, non dairy-based, and oil based toppings used for fresh fruits and vegetables in Class 29	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered

Mark (Jurisdiction)	Serial No. Reg. No.	Filed Issued	Goods / Services with Class	Owner/Assignee of Record	Current Status
PIZZA PRESTO! (U.S. Federal)	75-173379 2223540	Sep. 27, 1996 Feb. 16, 1999	Pizza in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
RICHELIEU (U.S. Federal)	78-189464 2972895	Nov. 27, 2002 Jul. 19, 2005	Salads except macaroni, rice and pasta salad; dips; applesauce; cheese spreads; prepared meals and entrees consisting primarily of meat, fish, poultry or vegetables; canned fruits; canned cut or sliced vegetables in Class 29 Pizza; pizza crust; bread sticks; marinades; salsa; salad dressings; macaroni salads; pasta salads; rice salads; noodle salads; prepared meals and prepared entrees consisting primarily of pasta or rice; puddings; sauces in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered

Mark (Jurisdiction)	Serial No. Reg. No.	Filed Issued	Goods / Services with Class	Owner/Assignee of Record	Current Status
RICHELIEU (U.S. Federal)	74- 202127 1781586	Sep. 9, 1991 Jul. 13, 1993	canned vegetables, canned fruits, jellies, fruit preserves, pickles, processed olives, chili sauce, canned chili con carne, canned fish and shell fish, processed mushrooms, fruit based filling for cakes and pies in Class 29 pickle relishes, vinegar, tomato sauce, tomato catsup, cocktail sauce and spaghetti sauce in Class 30 canned fruit juices and nectars for food purposes in Class 32	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
RICHELIEU (stylized) (U.S. Federal) 	71- 500952 526735	Nov. 7, 1947 Jun. 27, 1950	canned vegetables, canned fruits, olives, vinegar, tomato sauce, tomato catsup, canned fruit juices canned fish in Classes 1, 5, 29, 30, 31, and 32	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
BONNE CHERE SINCE 1961 and Design (U.S. Federal) 	77- 602690 4006546	Oct. 29, 2008	Salsa, salad dressings, barbeque sauce, pancake syrup, tartar sauce, mayonnaise, cocktail sauce in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered
GROCER'S GARDEN (U.S. Federal)	77- 907616 3895292	Jan. 8, 2010	Barbecue sauce in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered