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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM327200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement recorded on December 15, 2004 on Reel/Frame 002994/0752

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, N.A.		12/16/2014	National Association: TEXAS

### **RECEIVING PARTY DATA**

Name:	Future Food, Ltd.	
Street Address:	1420 Valwood Parkway, Suite 164	
City:	Carrollton	
State/Country:	TEXAS	
Postal Code:	75006	
Entity Type:	LIMITED PARTNERSHIP: TEXAS	
Name:	Future Food, Inc.	
Street Address:	1420 Valwood Parkway, Suite 164	
City:	Carrollton	
State/Country:	TEXAS	
Postal Code:	75006	
Entity Type:	CORPORATION: DELAWARE	
Name:	Future Food GP, Inc.	
Street Address:	1420 Valwood Parkway, Suite 164	
City:	Carrollton	
State/Country:	TEXAS	
Postal Code:	75006	
Entity Type:	CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2294045	SANTA BARBARA BAY
Registration Number:	2426979	SALADS OF THE SEA
Registration Number:	2290905	CHANNEL ISLAND BAY

### CORRESPONDENCE DATA

**Fax Number:** 2148558200

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 RADEMARK

900310995 REEL: 005426 FRAME: 0764

**Phone:** 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Erin B. Roth

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 2: Fulbright & Jaworski LLP
Address Line 4: Dallas, TEXAS 75201-2784

ATTORNEY DOCKET NUMBER:	11412141 - FUTURE FOODS	
NAME OF SUBMITTER:	Chris Andersen	
SIGNATURE:	/chris andersen/	
DATE SIGNED:	12/23/2014	

### **Total Attachments: 17**

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### RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), dated as of December \_\_\_\_\_, 2014, is made by TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as collateral agent (the "Agent") under the Intellectual Property Security Agreement referred to below.

WHEREAS, Future Food, Inc., a Delaware corporation ("Parent"), Future Food, Ltd., a Texas limited partnership (the "Future Food"), and Future Food GP, Inc., a Delaware corporation ("GP" and together with Future Food and Parent, each a "Company" and collectively, the "Companies") are a party to that certain Intellectual Property Security Agreement, dated as of November 19, 2004 (the "Intellectual Property Security Agreement") made by the Companies in favor of the Agent pursuant to which each Company granted to the Agent a security interest in all of the right, title and interest of such Company in and to the IP Collateral (as defined in the Intellectual Property Security Agreement), including, without limitation, the trademarks listed on Annex I attached hereto; and

**WHEREAS**, the Intellectual Property Security Agreement was recorded in the U.S. Patent and Trademark Office on December 15, 2004, on Reel/Frame 002994/0752.

**NOW THEREFORE**, the Agent hereby releases, without representation, recourse or warranty whatsoever, its security interest in the IP Collateral granted pursuant to the Intellectual Property Security Agreement, and the Agent hereby reassigns any and all such right, title and interest that the Agent may have in the IP Collateral to the applicable Company having granted a security interest in such IP Collateral.

The Agent agrees, at the Companies' expense, to cooperate with the Companies to provide the Companies with any additional information or authorization reasonably required or desirable to effect the release of the Agent's security interest in the IP Collateral.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

ASSOCIATION
By: Name:
Title: AVP

# $\begin{array}{c} \text{ANNEX I} \\ \text{to} \\ \text{RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT} \end{array}$

# Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	Registration No.	Registration Date
United States United States	Santa Barbara Bay Salads of the Sea	2,294,045 2,426,979	11/23/1999 2/6/2001
United States	Channel Island Bay	2,290,905	11/9/1999

Trademarks Used But Not Registered

Deli Favorites

Unregistered Trademarks No Longer Used

Savory Blends

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**RECORDED: 12/23/2014** 

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