

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330575

<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>
The PrivateBank and Trust Company		01/30/2015	Banking association: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Landshire, Inc.		
<b>Street Address:</b>	727 North 1st Street		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63102		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3640502	DASHBOARD DELI	
<b>Registration Number:</b>	3602274	FRESH-CUT	
<b>Registration Number:</b>	3128285	LANDSHIRE	
<b>Registration Number:</b>	2702056	LANDSHIRE SUPREME	
<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>Phone:</b>	3143454782		
<b>Email:</b>	kj@greensfelder.com		
<b>Correspondent Name:</b>	Karen Johnson		
<b>Address Line 1:</b>	10 S. Broadway, Suite 2000		
<b>Address Line 2:</b>	Greensfelder, Hemker & Gale, PC		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>NAME OF SUBMITTER:</b>	Karen M. Johnson		
<b>SIGNATURE:</b>	/Karen M. Johnson/		
<b>DATE SIGNED:</b>	01/30/2015		
<b>Total Attachments: 4</b>			
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## **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made as of this 30<sup>th</sup> day of January 2015, by THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (herein, together with its successors and assigns in such capacity, the "Administrative Agent") and the financial institutions that were or have become lender parties to the Loan Agreement (defined below), and their respective successors and permitted assigns (the "Lenders" together with the Administrative Agent the "Secured Parties") in favor of LANDSHIRE, INC., an Illinois corporation ("Landshire"), TROVER FAMILY BUSINESS, L.L.C., an Illinois limited liability company ("TFB"), LANDSHIRE DISTRIBUTION COMPANY, LLC, an Illinois limited liability company ("LDC"), and LDFS, LLC, an Illinois limited liability company ("LDFS" and, together with Landshire, TFB and LDC, each a "Grantor" and collectively, the "Grantors").

WHEREAS, Grantors and the Secured Parties have entered into that certain Loan and Security Agreement dated as of September 28, 2012 (together with any amendments, modifications or supplements thereto, the "Loan Agreement");

WHEREAS, in accordance with the terms of the Loan Agreement, Landshire and the Administrative Agent, for the benefit of the Secured Parties, entered into that certain Patent and Trademark Security Agreement dated as of September 28, 2012 (the "Trademark Security Agreement" and together with the Loan Agreement, the "Security Agreements") which Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 4887/Frame 0525 on October 2, 2012;

WHEREAS, in accordance with the terms of the Security Agreements, each Grantor pledged and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below); and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby states as follows:

1. IP Collateral. As used herein, the term "IP Collateral" shall mean all of each Grantor's right, title and interest of every kind and nature as of the date hereof in the following and all other intangible and intellectual property of any type: (a) any and all patents, patent applications and other patent rights, together with any and all inventions and improvements described and claimed therein; (b) any and all trademarks, service marks, trade names, brand names, logos, trade dress and design rights of any kind, whether registered or unregistered, including the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals

thereof; (c) any and all copyrights, copyright applications and registrations, whether registered or unregistered and whether published or unpublished, and all extensions and renewals thereof; (d) any and all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information and all other confidential and proprietary information; (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief.

2. Release of Security Interest in the IP Collateral. The Administrative Agent, on behalf of itself and all other Secured Parties, their successors, legal representatives and assigns, hereby unconditionally and expressly releases, terminates, discharges and extinguishes, without any reservation, any and all right, title and interest in, to and under the IP Collateral, including any and all security interests, liens, pledges, charges and other encumbrances of any kind thereon.

3. Further Assurances. The Administrative Agent, on behalf of itself and all other Secured Parties, hereby agrees to execute, acknowledge and deliver to Grantors any and all further documents or instruments and do any and all further acts which the Grantors (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantors' (or their assignees') right, title and interest in and to the IP Collateral.

4. Miscellaneous. This Release (a) shall be governed by and shall be construed and enforced in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule, (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated, except in writing signed by each party, (c) shall be binding upon the Secured Parties' legal representatives, successors and assigns, and (d) may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

\* \* \* \*

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

THE PRIVATEBANK AND TRUST COMPANY

By: 

Name: Edward L. Debnor

Title: Managing Director

**SCHEDULE A**

**TRADEMARKS**

1. **DASHBOARD DELI**  
Reg. No. 3,640,502  
Reg. Date: 6/16/09
2. **FRESH-CUT**  
Reg. No. 3,602,274  
Reg. Date: 4/7/09
3. **LANDSHIRE**  
Reg. No. 3,128,285  
Reg. Date: 8/15/06
4. **LANDSHIRE SUPREME and Design**  
Reg. No. 2,702,056  
Reg. Date: 4/1/03