

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330703

<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>
General Electric Capital Corporation, as Administrative Agent		01/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fleischmann's Vinegar Company, Inc.		
<b>Street Address:</b>	12604 Hiddencreek Way Unit A		
<b>City:</b>	Cerritos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90703		
<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>	3584298	CLASSIC ORGANICS	
<b>Registration Number:</b>	3848202	CLASSIC SELECTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	202-887-4000		
<b>Email:</b>	dlee@akingump.com		
<b>Correspondent Name:</b>	David C. Lee		
<b>Address Line 1:</b>	1333 New Hampshire Avenue NW		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	694402.0004		
<b>NAME OF SUBMITTER:</b>	David C. Lee		
<b>SIGNATURE:</b>	/David C. Lee/		
<b>DATE SIGNED:</b>	02/02/2015		
<b>Total Attachments: 5</b>			
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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of January 30, 2015 by GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent for the Lenders (the “**Administrative Agent**”) made in favor of FLEISCHMANN’S VINEGAR COMPANY, INC., a Delaware corporation (“**Grantor**”).

### WITNESSETH:

WHEREAS, Grantor entered into that certain Trademark Security Agreement, dated as of January 4, 2010 (the “**2010 Agreement**”) in favor of Administrative Agent, pursuant to which Grantor granted a security interest to Administrative Agent in the Trademark Collateral (as defined in the 2010 Agreement), including the trademarks set forth on Schedule 1 hereto;

WHEREAS, the 2010 Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 5, 2010, at Reel 4124, Frame 0439;

WHEREAS, Grantor entered into that certain Trademark Security Agreement, dated as of March 19, 2013 (the “**2013 Agreement**”) in favor of Administrative Agent, pursuant to which Grantor granted a security interest to Administrative Agent in the Trademark Collateral (as defined in the 2013 Agreement), including the trademarks set forth on Schedule 2 hereto (together with the trademarks listed on Schedule 1, the “Released Trademarks”);

WHEREAS, the 2013 Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 22, 2013, at Reel 4985, Frame 0577;

WHEREAS, Grantor has requested that Administrative Agent release its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Released Trademarks and assign the same to Grantor; and

WHEREAS, Administrative Agent has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Released Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby terminates each of the 2010 Agreement and the 2013 Agreement and releases its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Released Trademarks, including the following:

(a) Each Trademark (as defined in the 2010 Agreement) and IP License (as defined in the 2010 Agreement) listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected

with the use of, and symbolized by, each such Trademark (as defined in the 2010 Agreement); and

(b) Each Trademark (as defined in the 2013 Agreement) listed on Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark (as defined in the 2013 Agreement); and

(c) All income, royalties, proceeds and Liabilities (as defined in the 2010 Agreement or the 2013 Agreement, as applicable) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, all of Administrative Agent's right, title and interest (if any) in and to the Released Trademarks and authorizes this Release to be recorded with the United States Patent and Trademark Office.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Administrative Agent

By: JONN W. STEIDLE  
Name: DUTY AUTHORIZED SIGNATORY  
Title: Duty Authorized Signatory

## SCHEDULE 1

### Trademark Registrations

#### 1. REGISTERED TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	3,584,298	03/03/09	United States
Fleischmann's Vinegar Company, Inc.	CRYSTAL SELECT	TMA754352	12/02/2009	Canada

#### 2. TRADEMARK APPLICATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Serial</u>	<u>App. Date</u>	<u>Jurisdiction</u>
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	77/348,290	12/10/2007	United States
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	1,375,536	12/11/2007	Canada
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	1,375,537	12/11/2007	Canada

#### 3. IP LICENSES

- a. Trademark License Agreement, dated October 8, 2002, by and between Burns Philp Food Company (now AB Mauri Food Inc. via corporate change of name) and Fleischmann's Vinegar Company, Inc. licensing the use of U.S. Trademark Registration No. 2827673 for mark FLEISCHMANN'S
- b. Trademark License Agreement, dated October 8, 2002, by and between Burns Philp Food Company (now AB Mauri Food Inc. via corporate change of name) and Fleischmann's Vinegar Company, Inc. licensing use of Canadian Trademark Registration No. TMA270372 for mark FLEISCHMANN'S

**SCHEDULE 2**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
CLASSIC SELECTIONS	3848202	9/14/10	U.S.

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
None.			

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