TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331745

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent		01/30/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MARIETTA CORPORATION
Street Address:	37 HUNTINGTON STREET
City:	CORTLAND
State/Country:	NEW YORK
Postal Code:	13045
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1659351	LORD & MAYFAIR
Registration Number:	1701293	FRESH 'N' MINTY
Registration Number:	1819633	
Registration Number:	1898492	SUN & SAND
Registration Number:	1954582	LORD & MAYFAIR
Registration Number:	1996168	CAMBRIA & TAYLOR
Registration Number:	2168558	PROTERRA
Registration Number:	2340436	
Registration Number:	2304271	FOR YOU. FOR THE EARTH.
Registration Number:	2448437	AROMAE
Registration Number:	3172120	SERENE ELEMENTS

CH $290.00 1659351

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name: VIRGINIA F. MANN
Address Line 1: 1285 AVENUE OF THE AMERICAS

Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	18600-013
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	02/10/2015

Total Attachments: 4
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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made effective as of January 30, 2015 by GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (the "Agent") to MARIETTA CORPORATION (the "Grantor"), as follows:

WHEREAS, on December 17, 2004, Grantor and Canadian Imperial Bank of Commerce, as Collateral Agent (the "Original Agent") entered into a Trademark Security Agreement (the "Trademark Agreement");

WHEREAS, pursuant to said Trademark Agreement, Grantor granted to the Original Agent, among other collateral, a continuing lien on and security interest in all of its right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

(a) Trademarks of the Grantor listed on Schedule A attached hereto;

(b) All Goodwill associated with such Trademarks; and

(c) All Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, said Trademark Agreement was recorded in the United States Patent & Trademark Office on December 28, 2004 at reel/frame 3169/0466;

WHEREAS, on July 2, 2009, the Original Agent and Agent entered into a Notice of Substitution of Collateral Agent in Trademarks (the "Notice of Substitution");

WHEREAS, pursuant to said Notice of Substitution, the Original Agent transferred and conveyed to the Agent all of its right, title and interest, in and to the Trademark Collateral;

WHEREAS, said Notice of Substitution was recorded in the United States Patent & Trademark Office on February 20, 2010 at reel/frame 4152/0730; and

WHEREAS, the Agent wishes to release its security interests in the Trademark Collateral.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Agreement.

2. Release. The Agent hereby releases, discharges, terminates and cancels, without any recourse, statement, representation and warranty, promise or undertaking whatsoever, and at the Grantor's sole cost and expense, all right, title and interest in and to the Trademark Collateral, including without limitation its security interest in and lien upon the Trademark

Collateral and the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral.

3. Termination. The Agent, without any recourse, statement, representation and warranty, promise or undertaking whatsoever, hereby terminates and cancels the Trademark Agreement.

4. Further Assurances. The Agent hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Michael K. Kriz
Title: Duly Authorized Signatory

SCHEDULE A

SECURITY INTEREST IN TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
LORD & MAYFAIR	74025184	02/01/1990	1659351	10/08/1991
FRESH 'N' MINTY	74029251	02/15/1990	1701293	07/21/1992
Miscellaneous design Fleur de Lis	74395788	05/27/1993	1819633	02/08/1994
SUN & SAND	74516739	04/25/1994	1898492	06/13/1995
LORD & MAYFAIR	74604725	11/30/1994	1954582	02/06/1996
CAMBRIA & TAYLOR	74611747	12/16/1994	1996168	08/20/1996
PROTERRA	75230717	01/24/1997	2168558	06/23/1998
PROTERRA & DESIGN	75595572	11/25/1998	2340436	04/11/2000
FOR YOU, FOR THE EARTH.	75615092	01/04/1999	2304271	12/28/1999
AROMAE	75819773	10/12/1999	2448437	05/01/2001
SERENE ELEMENTS	78436236	06/16/2004	3172120	11/14/2006