

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Hancock Life Insurance Company (U.S.A.)		03/18/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Bradshaw International, Inc.		
Street Address:	9409 Buffalo Street		
City:	Rancho Cucamonga		
State/Country:	CALIFORNIA		
Postal Code:	91730		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	0920633	FAIRGROVE	
Registration Number:	0965485	BONNY	
Registration Number:	1604386	GOOD COOK	
Registration Number:	1767212	GOODCOOK ULTRA SERIES	
Registration Number:	1767215	GOOD COOK	
Registration Number:	1983228	BRIGHT BUYS	
Registration Number:	1952999		
Registration Number:	1976111	BONNY	
Registration Number:	2094958	OVEN FRESH PREMIUM GOOD COOK BAKEWARE	
Registration Number:	2189233	AIR PERFECT	
Registration Number:	2605507	GOOD COOK THE ART OF GOOD COOKING	
Registration Number:	2581780	EZ V A C	
Registration Number:	3382441	GOOD COOK REAL LIFE, REAL COOKING.	
Registration Number:	3300286	PARTY POP-UPS	
Registration Number:	3300287	PARTY POP-UPS	
Registration Number:	3432236	SPYRO	
Registration Number:	3544200	QUATTRO	
Registration Number:	3680326	HARMONY	
Registration Number:	3641767	OVEN FRESH GOOD COOK THE ART OF GOOD COO	
TRADEMARK			

OP \$965.00 0920633

Property Type	Number	Word Mark
Registration Number:	3588432	YUM! GADGETS
Registration Number:	3507835	AIR PERFECT
Registration Number:	3727094	BRADSHAW
Registration Number:	3800189	LUNCH & MUNCH
Registration Number:	3677637	GOOD COOK PRECISION
Registration Number:	3797348	WE ALL LOVE TO EAT!
Registration Number:	4056840	GOOD COOK TOUCH
Registration Number:	2979483	COOK N' POUR
Registration Number:	3136941	FLEXFORM
Registration Number:	3240492	TWISTER ICE CREAM SCOOP
Registration Number:	3138980	PRO FRESHIONALS
Registration Number:	3215256	BAKE-N-TAKE
Registration Number:	3183681	ORBI
Registration Number:	3213144	SAFECUT
Registration Number:	4116204	RANGEPRO
Registration Number:	4107040	PANCAKE CREATOR
Registration Number:	4080134	SMART SCOOP
Registration Number:	4140358	OVEN FRESH
Registration Number:	4207948	

CORRESPONDENCE DATA

Fax Number: 4168657380

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.

Phone: 4168658244

Email: efan@torys.com

Correspondent Name: Edward Fan

Address Line 1: 79 Wellington Street West

Address Line 2: 30th Floor

Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER: 37029-2001

NAME OF SUBMITTER: Edward Fan

SIGNATURE: /Edward Fan/

DATE SIGNED: 03/23/2015

Total Attachments: 6

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TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT (this "Termination"), is dated as of March 18, 2015, and made by John Hancock Life Insurance Company (U.S.A.) ("Agent"), with its mailing address at 197 Clarendon Street, Boston Massachusetts 02116, acting in its capacity as administrative agent under the Credit Agreement referred to below, to Bradshaw International, Inc. ("Debtor"), with its mailing address at 9409 Buffalo Street, Rancho Cucamonga, California 91730.

WHEREAS, reference is made to that certain Credit Agreement dated as of December 28, 2012 by and among the Debtor, as the Borrower, the Guarantors from time to time party thereto, Agents and the Lenders from time to time party thereto (as extended, renewed, amended or restated from time to time, the "Credit Agreement");

WHEREAS, Debtor and Agent entered into a Trademark Collateral Agreement, dated as of December 28, 2012, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4935, Frame 0720 on January 4, 2013, pursuant to which Debtor granted to Agent a continuing lien on and security interest (the "Trademark Lien") in:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages, (collectively, the "Trademarks"); and

WHEREAS, Agent now desires to terminate and release the Trademark Lien,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

2. Non-Assignment. Agent has not assigned or otherwise disposed of its interest in and to the Trademarks.

3. Release of Security Interest. Agent hereby terminates the Trademark Lien and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Agent in the Trademarks.

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

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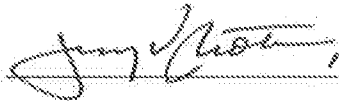
**JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.), AS ADMINISTRATIVE
AGENT**

Per: Tina Marks
Name: Tina Marks
Title: Manager, PTD, Trade and Reconciliation
Its duly authorized signatory

[Signature Page to Termination and Release of Trademark Collateral Agreement]

ACKNOWLEDGED AND AGREED:

BRADSHAW INTERNATIONAL, INC.

Per: , CFO

I have authority to bind the Corporation

[Signature Page to Termination and Release of Trademark Collateral Agreement]

SCHEDULE A

U.S. Federal Trademark Registrations

1	Serial #: <u>72363143</u> Mark: FAIRGROVE	Filing Dt: 06/19/1970	Reg #: <u>920633</u>	Reg. Dt: 09/21/1971
2	Serial #: <u>72422698</u> Mark: BONNY	Filing Dt: 04/28/1972	Reg #: <u>965485</u>	Reg. Dt: 08/07/1973
3	Serial #: <u>73791521</u> Mark: GOOD COOK	Filing Dt: 04/06/1989	Reg #: <u>1604386</u>	Reg. Dt: 07/03/1990
4	Serial #: <u>74202192</u> Mark: GOODCOOK ULTRA SERIES	Filing Dt: 09/10/1991	Reg #: <u>1767212</u>	Reg. Dt: 04/27/1993
5	Serial #: <u>74241914</u> Mark: GOOD COOK	Filing Dt: 01/31/1992	Reg #: <u>1767215</u>	Reg. Dt: 04/27/1993
6	Serial #: <u>74404792</u> Mark: BRIGHT BUYS	Filing Dt: 06/23/1993	Reg #: <u>1983228</u>	Reg. Dt: 07/02/1996
7	Serial #: <u>74625979</u> Mark: design only	Filing Dt: 01/26/1995	Reg #: <u>1952999</u>	Reg. Dt: 01/30/1996
8	Serial #: <u>74626099</u> Mark: BONNY	Filing Dt: 01/26/1995	Reg #: <u>1976111</u>	Reg. Dt: 05/28/1996
9	Serial #: <u>75156401</u> Mark: OVEN FRESH PREMIUM GOOD COOK BAKEWARE	Filing Dt: 08/26/1996	Reg #: <u>2094958</u>	Reg. Dt: 09/09/1997
10	Serial #: <u>75321482</u> Mark: AIR PERFECT	Filing Dt: 07/09/1997	Reg #: <u>2189233</u>	Reg. Dt: 09/15/1998
11	Serial #: <u>76033499</u> Mark: GOOD COOK THE ART OF GOOD COOKING	Filing Dt: 04/25/2000	Reg #: <u>2605507</u>	Reg. Dt: 08/06/2002
12	Serial #: <u>76254055</u> Mark: EZ V A C	Filing Dt: 05/09/2001	Reg #: <u>2581780</u>	Reg. Dt: 06/18/2002
13	Serial #: <u>77003902</u> Mark: GOOD COOK REAL LIFE, REAL COOKING.	Filing Dt: 09/21/2006	Reg #: <u>3382441</u>	Reg. Dt: 02/12/2008
14	Serial #: <u>77099410</u> Mark: PARTY POP-UPS	Filing Dt: 02/05/2007	Reg #: <u>3300286</u>	Reg. Dt: 09/25/2007
15	Serial #: <u>77099415</u> Mark: PARTY POP-UPS	Filing Dt: 02/05/2007	Reg #: <u>3300287</u>	Reg. Dt: 09/25/2007
16	Serial #: <u>77111171</u> Mark: SPYRO	Filing Dt: 02/20/2007	Reg #: <u>3432236</u>	Reg. Dt: 05/20/2008
17	Serial #: <u>77111174</u> Mark: QUATTRO	Filing Dt: 02/20/2007	Reg #: <u>3544200</u>	Reg. Dt: 12/09/2008
18	Serial #: <u>77188309</u> Mark: HARMONY	Filing Dt: 05/23/2007	Reg #: <u>3680326</u>	Reg. Dt: 09/08/2009
19	Serial #: <u>77295249</u> Mark: OVEN FRESH GOOD COOK THE ART OF GOOD COOKING	Filing Dt: 10/03/2007	Reg #: <u>3641767</u>	Reg. Dt: 06/23/2009

20	Serial #: <u>77334608</u> Mark: YUM! GADGETS	Filing Dt: 11/20/2007	Reg #: <u>3588432</u>	Reg. Dt: 03/10/2009
21	Serial #: <u>77395504</u> Mark: AIR PERFECT	Filing Dt: 02/13/2008	Reg #: <u>3507835</u>	Reg. Dt: 09/30/2008
22	Serial #: <u>77397190</u> Mark: BRADSHAW	Filing Dt: 02/14/2008	Reg #: <u>3727094</u>	Reg. Dt: 12/22/2009
23	Serial #: <u>77512506</u> Mark: LUNCH & MUNCH	Filing Dt: 07/01/2008	Reg #: <u>3800189</u>	Reg. Dt: 06/08/2010
24	Serial #: <u>77527326</u> Mark: GOOD COOK PRECISION	Filing Dt: 07/21/2008	Reg #: <u>3677637</u>	Reg. Dt: 09/01/2009
25	Serial #: <u>77751019</u> Mark: WE ALL LOVE TO EAT!	Filing Dt: 06/03/2009	Reg #: <u>3797348</u>	Reg. Dt: 06/01/2010
26	Serial #: <u>77847432</u> Mark: GOOD COOK TOUCH	Filing Dt: 10/13/2009	Reg #: <u>4056840</u>	Reg. Dt: 11/15/2011
27	Serial #: <u>78322769</u> Mark: COOK N' POUR	Filing Dt: 11/04/2003	Reg #: <u>2979483</u>	Reg. Dt: 07/26/2005
28	Serial #: <u>78509958</u> Mark: FLEXFORM	Filing Dt: 11/02/2004	Reg #: <u>3136941</u>	Reg. Dt: 08/29/2006
29	Serial #: <u>78552642</u> Mark: TWISTER ICE CREAM SCOOP	Filing Dt: 01/24/2005	Reg #: <u>3240492</u>	Reg. Dt: 05/08/2007
30	Serial #: <u>78725780</u> Mark: PRO FRESHIONALS	Filing Dt: 10/04/2005	Reg #: <u>3138980</u>	Reg. Dt: 09/05/2006
31	Serial #: <u>78803223</u> Mark: BAKE-N-TAKE	Filing Dt: 01/31/2006	Reg #: <u>3215256</u>	Reg. Dt: 03/06/2007
32	Serial #: <u>78803241</u> Mark: ORBI	Filing Dt: 01/31/2006	Reg #: <u>3183681</u>	Reg. Dt: 12/12/2006
33	Serial #: <u>78873658</u> Mark: SAFECUT	Filing Dt: 05/01/2006	Reg #: <u>3213144</u>	Reg. Dt: 02/27/2007
34	Serial #: <u>85278286</u> Mark: RANGEPRO	Filing Dt: 03/28/2011	Reg #: <u>4116204</u>	Reg. Dt: 03/20/2012
35	Serial #: <u>85320318</u> Mark: PANCAKE CREATOR	Filing Dt: 05/13/2011	Reg #: <u>4107040</u>	Reg. Dt: 02/28/2012
36	Serial #: <u>85331164</u> Mark: SMART SCOOP	Filing Dt: 05/26/2011	Reg #: <u>4080134</u>	Reg. Dt: 01/03/2012
37	Serial #: <u>85366162</u> Mark: OVEN FRESH	Filing Dt: 07/08/2011	Reg #: <u>4140358</u>	Reg. Dt: 05/08/2012
38	Serial #: <u>85414493</u> Mark: design only	Filing Dt: 09/02/2011	Reg #: <u>4207948</u>	Reg. Dt: 09/11/2012