

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas as Collateral Agent		06/17/2015	Banking Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Marlen International, Inc.		
Street Address:	4780 NW 41st Street		
Internal Address:	Ste. 100		
City:	Riverside		
State/Country:	MISSOURI		
Postal Code:	64150		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2107564	OPTI	
Registration Number:	1549832	VARI-KUT	
Registration Number:	3907046	MARLEN	
Registration Number:	3876597	CARRUTHERS	
Registration Number:	3755053	SMART BALANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Faiz Majidulla		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	086700.00066		
NAME OF SUBMITTER:	Faiz Majidulla		
SIGNATURE:	/Faiz Majidulla by trademarkny/		

CH \$140.00 2107564

DATE SIGNED:	06/17/2015
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of June 17, 2015, by **BNP PARIBAS**, as Collateral Agent for the Secured Parties (as defined in the Security Agreement referred to herein) and having a business address at 787 Seventh Avenue, New York, New York 10019 (in such capacity, the "Collateral Agent") in favor of **MARLEN INTERNATIONAL, INC.**, a Delaware corporation, having a business address at 4780 NW 41st Street, Ste. 100, Riverside, MO 64150 (the "Grantor").

W I T N E S S E T H

WHEREAS, the Collateral Agent and the Grantor are parties to (i) a certain Pledge and Security Agreement, dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) a certain Trademark Security Agreement, dated as of March 10, 2014 (the "Trademark Security Agreement"), wherein Grantor granted the Collateral Agent a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the U.S. trademark and service mark registrations and applications identified on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on March 10, 2014 at Reel 5234, Frame 0098;

WHEREAS, the Grantor has repaid and performed in full all of the indebtedness and other obligations secured by the Trademark Collateral, and the Collateral Agent is therefore obligated to release the entirety of its security interest in the Trademark Collateral; and

WHEREAS, the Grantor requests that the Collateral Agent execute and deliver this Release to evidence the specific release of the security interest granted and recorded against the Trademark Collateral for recordation with the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate the Trademark Security Agreement and assign, terminate, release and discharge the entirety of the security interest in and to the Trademark Collateral and reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the Trademark Collateral, and further agrees that, at the sole expense of the Grantor, it shall execute all other documents and do all other acts reasonably requested in writing by the Grantor to relinquish, confirm, effectuate or record this Release and the Grantor's right, title and interest in and to the Trademark Collateral.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 

Name:

Keith Murray

Title:

Managing Director

By: 

Name:

Michael Remhild

Title:

Director

[Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005554 FRAME: 0501

SCHEDULE A

TRADEMARKS:

Mark	Registration No.	Registration Date
OPTI	Registration: 2,107,564	10-21-97
VARI-KUT	Registration: 1,549,832	08-01-89
MARLEN	Registration: 3,907,046	01-18-11
CARRUTHERS	Registration: 3,876,597	11-16-10
SMART BALANCE	Registration: 3,755,053	03-02-10