

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCW Direct Lending, a division of TCW Special Situations, LLC		07/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Orchard Brands Corporation		
Street Address:	35 Village Road		
City:	Middleton		
State/Country:	MASSACHUSETTS		
Postal Code:	01949		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77797863	ORCHARD BRANDS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	054592-0002		
NAME OF SUBMITTER:	Scott Kareff (054592-0002)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	07/10/2015		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of July 10, 2015 and made by **TCW DIRECT LENDING**, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (the "Collateral Agent") to **ORCHARD BRANDS CORPORATION** (the "Pledgor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 20, 2013, made by the Pledgor in favor of the Collateral Agent (the "Trademark Security Agreement"), a security interest was granted by the Pledgor to the Collateral Agent in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 20, 2013, at Reel 5179 and Frame 0756; and

WHEREAS, Collateral Agent now desires to terminate and release the Trademark Security Agreement;

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, Collateral Agent hereby states as follows:


15. Definitions. The term "Trademarks," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

16. Release of Security Interest. Collateral Agent hereby terminates the Trademark Security Agreement 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 Collateral Agent in the Trademarks.

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

TCW DIRECT LENDING, a division of
TCW SPECIAL SITUATIONS, LLC,
as Collateral Agent

By: 
Name: Richard Miller
Title: Authorized Signatory

Schedule A

Trademark Registrations/Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
ORCHARD BRANDS	77797863	N/A	N/A