# CH \$240.00 42325

ETAS ID: TM350195

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name                                 | Formerly | Execution Date | Entity Type           |
|--------------------------------------|----------|----------------|-----------------------|
| GENERAL ELECTRIC CAPITAL CORPORATION |          | 07/31/2015     | CORPORATION: DELAWARE |

# **RECEIVING PARTY DATA**

| Name:           | MAID BRANDS, INC.              |  |
|-----------------|--------------------------------|--|
| Street Address: | 1005 S. WESTGATE ST.           |  |
| City:           | ADDISON                        |  |
| State/Country:  | ILLINOIS                       |  |
| Postal Code:    | al Code: 60101                 |  |
| Entity Type:    | ty Type: CORPORATION: MISSOURI |  |

# **PROPERTY NUMBERS Total: 9**

| Property Type        | Number  | Word Mark      |  |
|----------------------|---------|----------------|--|
| Registration Number: | 4232572 | HAWAIIAN MIST  |  |
| Registration Number: | 4215334 | HAWAIIAN FRESH |  |
| Registration Number: | 4071931 | FRESH HOUSE    |  |
| Registration Number: | 3005037 | HEAVY WEIGHT   |  |
| Registration Number: | 2860372 | COUNTRY MEADOW |  |
| Registration Number: | 2949815 | AUTO MAID      |  |
| Registration Number: | 3372345 | WOODSMAN       |  |
| Registration Number: | 2818013 | MAID BRANDS    |  |
| Registration Number: | 2773997 | CARPET MAID    |  |

### **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.

**Phone:** 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: Humberto Aquino c/o Katten Muchin

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-804

TRADEMARK REEL: 005591 FRAME: 0432

900333189

| NAME OF SUBMITTER:   | F SUBMITTER: HUMBERTO AQUINO |  |
|----------------------|------------------------------|--|
| SIGNATURE:           | /HUMBERTO AQUINO/            |  |
| DATE SIGNED:         | 08/04/2015                   |  |
| Total Attachments: 4 |                              |  |

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 31, 2015, by GENERAL ELECTRIC CAPITAL CORPORATION ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

#### WITNESSETH:

WHEREAS, Maid Brands, Inc. (the "<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of December 21, 2012 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Guarantee and Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Secured Party, including, without limitation, the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 21, 2012, at Reel 4926, Frame 0956;

WHEREAS, Grantors have satisfied the terms of the Guaranty and Security Agreement and have requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantors.

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

- 1. Secured Party hereby (i) terminates the Security Agreement and (ii) terminates, cancels, releases and discharges its security interest in all of the Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"), in each case whether now owned or existing or hereafter acquired or arising and wherever located:
  - (i) all of its Trademarks, including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) 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. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral of such Grantor.
- 3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

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

GENERAL ELECTRIC CAPITAL CORPORATION

By: Name:

Jeffrey A. Rabaut Duly Authorized Signatory

Trademark Release and Reassignment

# SCHEDULE 1 TO TRADEMARK RELEASE AND REASSIGNMENT

|   | Mark           | Serial Number | Registration Number |
|---|----------------|---------------|---------------------|
| 1 | HAWAIIAN MIST  | 85429622      | 4232572             |
| 2 | HAWAIIAN FRESH | 85430840      | 4215334             |
| 3 | FRESH HOUSE    | 85226576      | 4071931             |
| 4 | HEAVY WEIGHT   | 78352506      | 3005037             |
| 5 | COUNTRY MEADOW | 78283906      | 2860372             |
| 6 | AUTO MAID      | 78197279      | 2949815             |
| 7 | WOODSMAN       | 77183791      | 3372345             |
| 8 | MAID BRANDS    | 76357495      | 2818013             |
| 9 | CARPET MAID    | 76357494      | 2773997             |

Trademark Release and Reassignment

**RECORDED: 08/04/2015**