TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM352793

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Name Formerly		Entity Type	
JPMorgan Chase Bank, N.A., as Administrative Agent		08/20/2015	national banking association: UNITED STATES	

RECEIVING PARTY DATA

Name:	Gavilon Grain, LLC		
Street Address:	Eleven ConAgra Drive		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number: 3113682		DB G DEBRUCE GRAIN INC.	
Registration Number:	3031548	DEBRUCE	

CORRESPONDENCE DATA

Fax Number: 4029526870

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: 402-341-3070

Email: trademark@mcgrathnorth.com

Correspondent Name: Tracy L. Deutmeyer

1601 Dodge Street, Suite 3700 Address Line 1: Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER: Tracy L. Deutmeyer

SIGNATURE: /Tracy L. Deutmeyer/

DATE SIGNED: 08/26/2015

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 30, 2015, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") to Gavilon Grain, LLC, a Delaware limited liability company, as successor by merger to DeBruce Grain, Inc., located at Eleven ConAgra Drive, Suite 11-160, Omaha, NE, 68102 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 23, 2008, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and the assumption agreement (the "Assumption Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, between the Agent and Grantor dated December 31, 2010 (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 13, 2011 at Reel 4452 and Frame 0838; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

Name:

Title:

Peter S. Predun Executive Director

STATE OF) ss.:
STATE OF
On this 20 day of Avgust, 2015, before me personally appeared he/she is Excelled Divolve of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by JPMorgan Chase Bank, N.A.
Notary Public

(Affix Seal Below)

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 20

Schedule A

TRADEMARKS / SERVICE MARK REGISTRATIONS

<u>Trademark</u>	Jurisdiction	Owner / Grantor	Application Number	<u>Date</u> <u>Filed</u>	Registration Number	<u>Date</u> <u>Registered</u>
DB G DEBRUCE GRAIN (and design)	United States	DeBruce Grain, Inc.	78/405,940	4/21/2004	3,113,682	7/11/2006
DEBRUCE	United States	DeBruce Grain, Inc.	78/406,199	4/22/2004	3,031,548	12/20/2005

001547-0001-13099-Active.14018661.1

RECORDED: 08/26/2015