OP \$115.00 3664537

ETAS ID: TM352799

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3664537	GAVILON
Registration Number:	3664536	GAVILON
Serial Number:	77838911	ADAPT-997
Serial Number:	85113177	CHOOSE WELL. BE WELL. GAVILON

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

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

NAME OF SUBMITTER: Tracy L. Deutmeyer	
SIGNATURE:	/Tracy L. Deutmeyer/
DATE SIGNED:	08/26/2015

DATE SIGNED: 08/26/2015

Total Attachments: 4

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> TRADEMARK REEL: 005609 FRAME: 0575

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 22 2015, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") to The Gavilon Group, LLC, a Delaware limited liability company, located at Eleven ConAgra Drive, Omaha, Nebraska 68102 (the "Borrower").

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"), a security interest (the "Security Interest") was granted by the Borrower and certain subsidiaries of the Borrower 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 Borrower dated December 6, 2010 (the "<u>Trademark Security Agreement</u>"), Borrower, 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 0867; 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 Borrower'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	New York)	
COUNTY OF	New York)	ss.:

On this 20 day of 1/941, 2015, before me personally appeared Peles S. Preduct to me known who, being by me duly sworn, did depose and say that he/she is 1/2016 December 1/2016 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

Name of Borrower	<u>Jurisdiction</u>	<u>Mark</u>	Registration Date	Registration Number
The Gavilon Group, LLC	United States	Gavilon Work Mark	08/04/2009	3,664,537
The Gavilon Group, LLC	Unites States	Gavilon with Bird Design	08/04/2009	3,664,536

TRADEMARK / SERVICE MARK APPLICATIONS

Name of Borrower	<u>Jurisdiction</u>	Mark Application	Filing Date	Serial No.
The Gavilon Group, LLC	United States	ADAPT-997	10/01/2009	77/838,911
The Gavilon Group, LLC	United States	Choose Well. Be Well.	08/23/2010	85/113,177

001547-0001-13099-Active.14018661.1

RECORDED: 08/26/2015