

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP as successor to General Electric Capital Corporation		10/16/2015	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Eatem Corporation		
Street Address:	1829 Gallagher Drive		
City:	Vineland		
State/Country:	NEW JERSEY		
Postal Code:	08360		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2323608	EATEM FOODS CO.	
Registration Number:	4490908	EATEM FOODS	
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:	216-622-8455		
Email:	rsabato@calfee.com		
Correspondent Name:	Rachel Ann Sabato		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	Calfee Halter & Griswold LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	F158917		
NAME OF SUBMITTER:	Rachel Ann Sabato		
SIGNATURE:	/Rachel Ann Sabato/		
DATE SIGNED:	10/19/2015		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 16, 2015, by ANTARES CAPITAL LP, as administrative agent (as successor to General Electric Capital Corporation, in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreements), as applicable.

WITNESSETH:

WHEREAS, Eatem Corporation, a New Jersey corporation (the "Grantor") and Secured Party were parties to (i) that certain Trademark Security Agreement dated as of February 1, 2010 (the "First Security Agreement") and (ii) that certain Trademark Security Agreement dated as of February 27, 2015 (the "Second Security Agreement"; and together with the First Security Agreement, the "Security Agreements") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Guaranty and Security Agreement) and the goodwill associated therewith and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including, without limitation, the Trademarks set forth on Schedule 1 hereto and the goodwill associated therewith;

WHEREAS, the First Security Agreement was recorded by the United States Patent and Trademark Office on February 1, 2010, at Reel 004141, Frame 0354;

WHEREAS, the Second Security Agreement was recorded by the United States Patent and Trademark Office on March 2, 2015, at Reel 5469, Frame 0324;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby (i) terminates the Security Agreements and (ii) terminates, cancels, releases and discharges its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"), in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(i) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those 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.

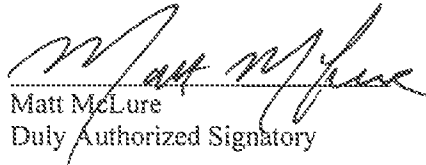
2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the goodwill associated therewith and the Trademark Collateral of Grantor.

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]

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

ANTARES CAPITAL LP

By: 
Name: Matt McLure
Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK RELEASE AND REASSIGNMENT

Trademark Registrations and Applications

Trademark registration for EATEM FOODS CO. & Design; filing date: November 13, 1998; serial number 75/587,883; registration number 2,323,608; registration date: February 19, 2000.



Trademark Registration for EATEM FOODS; Application Date: July 11, 2013; Application Number 86/007,722; Registration Number 4,490,908; Registration Date: March 4, 2014.

