# OP \$315.00 2362392

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM367137

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Release and Reassignment	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent and Revolver Agent		12/23/2015	CORPORATION: NEW YORK

## **RECEIVING PARTY DATA**

Name:	Guckenheimer Services, LLC		
Street Address:	1850 Gateway Drive, Suite 500		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

## **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark		
Registration Number:	2362392	GUCKENHEIMER		
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL		
Registration Number:	2379729	WHATEVER IT TAKES		
Registration Number:	2438182	GUCKENHEIMER G		
Registration Number:	3010690	G		
Registration Number:	3338852	HEALTH, NUTRITION AND THE ENVIRONMENT		
Registration Number:	4083322	NOURISHING INSPIRATION		
Registration Number:	4084066	G		
Registration Number:	4084067	GUCKENHEIMER		
Registration Number:	4201893	FOOD TO COME TO WORK FOR		
Registration Number:	4267988	THE BLUE GLASS CAFE		
Registration Number:	4267989	THE BLUE GLASS CAFE		

## **CORRESPONDENCE DATA**

**Fax Number:** 9192868199

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.

TRADEMARK

900348583 REEL: 005697 FRAME: 0660

**Phone:** 919 286-8000

**Email:** PTO\_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000-27390
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	12/28/2015

# **Total Attachments: 4**

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# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 23, 2015, by General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as administrative agent ("<u>Administrative Agent</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or Trademark Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Guckenheimer Services, LLC, a Delaware limited liability company ("Grantor") and Administrative Agent were parties to that certain Guaranty and Security Agreement dated as of July 10, 2014 (the "Security Agreement") and that certain Trademark Security Agreement dated as of July 10, 2014 (the "Trademark Security Agreement"), pursuant to each of which Grantor mortgaged, pledged, and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to, and under the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 10, 2014, at Reel 5320, Frame 0239; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Administrative Agent's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Trademark Security Agreement:

- 1. Administrative Agent hereby releases the mortgage, pledge, and hypothecation and Lien on and security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities 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. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Administrative 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.

[Remainder of page intentionally left blank; signature page follows]

If you need additional information, please do not hesitate to contact us.

Very truly yours,

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent and Revolver Agent

Name: Maura Fill Its: Duly Authorized Signatory

# **SCHEDULE 1**

# TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS	REGISTRATION NO.	REGISTRATION DATE	IMAGE (if design mark)
GUCKENHEIMER	2,362,392	6/27/2000	N/A
WE DO A COMMON THING UNCOMMONLY WELL	2,375,511	8/8/2000	N/A
WHATEVER IT TAKES	2,379,729	8/22/2000	N/A
GUCKENHEIMER G	2,438,182	3/27/2001	GUCKENMEIMEN
G	3,010,690	11/1/2005	
HEALTH, NUTRITION AND THE ENVIRONMENT	3,338,852	11/20/2007	N/A
NOURISHING INSPIRATION	4,083,322	1/10/2012	N/A
G	4,084,066	1/10/2012	(ئىم
GUCKENHEIMER	4,084,067	1/10/2012	zuckenheimer
FOOD TO COME TO WORK FOR	4,201,893	9/4/2012	N/A
THE BLUE GLASS CAFE	4,267,988	1/1/2013	N/A
THE BLUE GLASS CAFE	4,267,989	1/1/2013	THE

**RECORDED: 12/28/2015**