

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369586

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Termination of Trademark Collateral Agreement recorded at R/F 5196/0421

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Agent		01/15/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Boulder Brands USA, Inc. f/k/a GFA Brands, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
Street Address:	1600 Pearl Street
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3483641	PHIL'S FRESH FOODS
Registration Number:	3487507	PHIL'S FRESH FOODS
Registration Number:	3761852	EVOL
Registration Number:	3791440	EVOL. BURRITOS
Registration Number:	4003196	EVOL
Registration Number:	4081403	EVOL
Registration Number:	4049401	EVOL. GAMES
Registration Number:	3925028	FESTEVOL.
Registration Number:	4174595	.LOVE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

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Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

TRADEMARK

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	049133-0060
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	01/19/2016
Total Attachments: 3 source=Boulder Brands Payoff - Trademark release RF 5196-0421#page1.tif source=Boulder Brands Payoff - Trademark release RF 5196-0421#page2.tif source=Boulder Brands Payoff - Trademark release RF 5196-0421#page3.tif	

RELEASE AND TERMINATION OF TRADEMARK COLLATERAL AGREEMENT

This **RELEASE AND TERMINATION OF TRADEMARK COLLATERAL AGREEMENT** (this "Release") is dated as of January 15, 2016 by CITIBANK, N.A., as administrative agent (in such capacity as administrative agent, together with its successors and assigns, "Agent"), in favor of BOULDER BRANDS USA, INC. (formerly known as GFA Brands, Inc.), a Delaware corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent, entered into that certain Assumption and Supplemental Security Agreement, dated as of January 17, 2014 (as amended, modified or restated, from time to time, the "Security Agreement"), pursuant to which the Grantor (including its capacity as successor in interest to Phil's Fresh Foods, LLC, a Delaware limited liability company) executed and delivered to the Agent that certain Trademark Collateral Agreement, dated as of January 17, 2014 (the "Trademark Collateral Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on January 17, 2014 at reel/frame number 5196/0421;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

The term "Trademark Collateral," as used herein, shall mean (i) each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (ii) all proceeds of the foregoing, including without limitation damages or payments now or hereafter due and/or payable by reason of past, present or future infringement, dilution or other violation of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any patent or patent application listed on Schedule A hereto, including the right to collect said damages.

The Agent, on behalf of the Secured Parties, hereby terminates and releases the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Agent in, to or under the Trademark Collateral, without any recourse, representation or warranty whatsoever.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the applicable Grantor's expense, as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

CITIBANK, N.A., as Agent

By: 

Name: Alvaro De Velasco
Title: Vice President

Alvaro De Velasco
Vice President
(212) 816-4312

Schedule A

U.S. FEDERAL TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner
PHIL'S FRESH FOODS	3,483,641	August 12, 2008	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
PHIL'S FRESH FOODS	3,487,507	August 19, 2008	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
EVOL	3,761,852	March 16, 2010	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
EVOLBURRITOS	3,791,440	May 18, 2010	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
EVOL	4,003,196	July 26, 2011	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
EVOL	4,081,403	January 3, 2012	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
EVOL. GAMES	4,049,401	November 1, 2011	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
FESTEVOL	3,925,028	March 1, 2011	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)
.LOVE (Stylized)	4,174,595	July 17, 2012	Boulder Brands USA, Inc. (as successor in interest to Phil's Fresh Foods, LLC)