

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Termination of Trademark Collateral Agreement recorded at R/F 5068/0402		
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 Udi's Healthy Foods, LLC)		
Street Address:	1600 Pearl Street		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3079722	UDI'S	
Registration Number:	4343459	UDI'S GLUTEN FREE	
Registration Number:	4343458	UDI'S GLUTEN FREE	
Registration Number:	3095332	UDI'S	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
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		

CH \$115.00 3079722

Total Attachments: 4

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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, the other grantors party thereto and the Agent, entered into that certain Security Agreement Re: Intellectual Property, dated as of July 9, 2013 (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 Udi's Healthy Foods, LLC, a Colorado limited liability company) executed and delivered to the Agent that certain Trademark Collateral Agreement, dated as of July 9, 2013 (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 July 11, 2013 at reel/frame number 5068/0402 for Udi's Healthy Foods, LLC and at reel/frame numbers 5068/0393 and 5068/0416 for Boulder Brands USA, Inc.;

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 lien on and 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
BESTLIFE	4,206,832	11-Sep-2012	Boulder Brands USA, Inc.
BESTLIFE	3,455,597	24-Jun-2008	Boulder Brands USA, Inc.
BESTLIFE	3,455,598	24-Jun-2008	Boulder Brands USA, Inc.
BUTTERY BURST	2,941,879	19-Apr-2005	Boulder Brands USA, Inc.
DEDICATED TO HEART HEALTH (design)	1,750,812	02-Feb-1993	Boulder Brands USA, Inc.
EARTH BALANCE	2,237,867	06-Apr-1999	Boulder Brands USA, Inc.
EARTH BALANCE	3,648,468	30-Jun-2009	Boulder Brands USA, Inc.
EARTH BALANCE	3,708,400	10-Nov-2009	Boulder Brands USA, Inc.
EARTH BALANCE	3,967,828	24-May-2011	Boulder Brands USA, Inc.
EARTH BALANCE	4,029,021	20-Sep-2011	Boulder Brands USA, Inc.
EARTH BALANCE	4,029,650	20-Sep-2011	Boulder Brands USA, Inc.
EARTH BALANCE	4,112,473	13-Mar-2012	Boulder Brands USA, Inc.
EARTH BALANCE	4,203,379	04-Sep-2012	Boulder Brands USA, Inc.
GLUTINO	3,989,209	05-Jul-2011	Boulder Brands USA, Inc.
GREAT TASTE & GOOD HEALTH TOGETHER AT LAST	3,881,694	23-Nov-2010	Boulder Brands USA, Inc.
HEARTRIGHT	3,871,585	02-Nov-2010	Boulder Brands USA, Inc.
HEARTRIGHT	4,128,992	17-Apr-2012	Boulder Brands USA, Inc.
MINDFULMAYO	4,064,806	29-Nov-2011	Boulder Brands USA, Inc.
NUCOA	44,779	25-Jul-1905	Boulder Brands USA, Inc.
NUCOA	309,722	30-Jan-1934	Boulder Brands USA, Inc.
SMART BALANCE	2,200,663	27-Oct-1998	Boulder Brands USA, Inc.
SMART BALANCE	2,276,285	07-Sep-1999	Boulder Brands USA, Inc.
SMART BALANCE	2,952,127	17-May-2005	Boulder Brands USA, Inc.
SMART BALANCE	3,649,833	07-Jul-2009	Boulder Brands USA, Inc.
SMART BALANCE	3,747,526	09-Feb-2010	Boulder Brands USA, Inc.
SMART BALANCE	3,865,917	19-Oct-2010	Boulder Brands USA, Inc.
SMART BALANCE	3,878,157	16-Nov-2010	Boulder Brands USA, Inc.

Trademark	Registration No.	Registration Date	Owner
SMART BALANCE	3,958,463	10-May-2011	Boulder Brands USA, Inc.
SMART BALANCE OMEGA	2,958,216	31-May-2005	Boulder Brands USA, Inc.
SMART BALANCE OMEGA	3,868,803	26-Oct-2010	Boulder Brands USA, Inc.
SMART BEAT	1,754,419	23-Feb-1993	Boulder Brands USA, Inc.
SMART COW	2,302,961	21-Dec-1999	Boulder Brands USA, Inc.
SMART MAYO	1,810,146	07-Dec-1993	Boulder Brands USA, Inc.
SMART OIL	2,182,820	18-Aug-1998	Boulder Brands USA, Inc.
SMART SLICES	1,933,384	07-Nov-1995	Boulder Brands USA, Inc.
SMART SLICES	2,045,728	18-Mar-1997	Boulder Brands USA, Inc.
SMART SPREAD	1,836,307	10-May-1994	Boulder Brands USA, Inc.
SMART SQUEEZE	2,084,664	29-Jul-1997	Boulder Brands USA, Inc.
SMARTER THAN BUTTER!	2,175,327	21-Jul-1998	Boulder Brands USA, Inc.
SOY GARDEN	2,678,729	21-Jan-2003	Boulder Brands USA, Inc.
THE GLUTEN-FREE PANTRY	2,995,271	13-Sep-2005	Boulder Brands USA, Inc.
UDI'S	3,079,722	11-Apr-2006	Boulder Brands USA, Inc. (as successor in interest to Udi's Healthy Foods, LLC)
UDI'S GLUTEN FREE	4,343,459	28-May-2013	Boulder Brands USA, Inc. (as successor in interest to Udi's Healthy Foods, LLC)
UDI'S GLUTEN FREE Logo	4,343,458	28-May-2013	Boulder Brands USA, Inc. (as successor in interest to Udi's Healthy Foods, LLC)
UDI'S (Wheat Design)	3,095,332	23-May-2006	Boulder Brands USA, Inc. (as successor in interest to Udi's Healthy Foods, LLC)

U.S. FEDERAL TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date	Owner
GLUTINO	85/896,166	5-Apr-2013	Boulder Brands USA, Inc.