

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369588

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|------------------------------|-------------------------------------------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release and Termination of Trademark Collateral Agreement recorded at R/F 5068/0393 |

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. (formerly known as GFA Brands, Inc.) |
| Street Address: | 1600 Pearl Street |
| City: | Boulder |
| State/Country: | COLORADO |
| Postal Code: | 80302 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 41

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------------|
| Registration Number: | 4206832 | BESTLIFE |
| Registration Number: | 3455597 | BESTLIFE |
| Registration Number: | 3455598 | BESTLIFE |
| Registration Number: | 2941879 | BUTTERY BURST |
| Registration Number: | 1750812 | DEDICATED TO HEART HEALTH |
| Registration Number: | 2237867 | EARTH BALANCE |
| Registration Number: | 3648468 | EARTH BALANCE |
| Registration Number: | 3708400 | EARTH BALANCE |
| Registration Number: | 3967828 | EARTH BALANCE |
| Registration Number: | 4029021 | EARTH BALANCE |
| Registration Number: | 4029650 | EARTH BALANCE |
| Registration Number: | 4112473 | EARTH BALANCE |
| Registration Number: | 4203379 | EARTH BALANCE |
| Registration Number: | 3989209 | GLUTINO |
| Registration Number: | 3881694 | GREAT TASTE & GOOD HEALTH. . .TOGETHER A |
| Registration Number: | 3871585 | HEARTRIGHT |
| Registration Number: | 4128992 | HEARTRIGHT |
| Registration Number: | 4064806 | MINDFULMAYO |

CH \$1040.00 4206832

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 44779 | NUCOA |
| Registration Number: | 309722 | NUCOA |
| Registration Number: | 2200663 | SMART BALANCE |
| Registration Number: | 2276285 | SMART BALANCE |
| Registration Number: | 2952127 | SMART BALANCE |
| Registration Number: | 3649833 | SMART BALANCE |
| Registration Number: | 3747526 | SMART BALANCE |
| Registration Number: | 3865917 | SMART BALANCE |
| Registration Number: | 3878157 | SMART BALANCE |
| Registration Number: | 3958463 | SMART BALANCE |
| Registration Number: | 2958216 | SMART BALANCE OMEGA |
| Registration Number: | 3868803 | SMART BALANCE OMEGA |
| Registration Number: | 1754419 | SMART BEAT |
| Registration Number: | 2302961 | SMART COW |
| Registration Number: | 1810146 | SMART MAYO |
| Registration Number: | 2182820 | SMART OIL |
| Registration Number: | 1933384 | SMART SLICES |
| Registration Number: | 2045728 | SMART SLICES |
| Registration Number: | 1836307 | SMART SPREAD |
| Registration Number: | 2084664 | SMART SQUEEZE |
| Registration Number: | 2175327 | SMARTER THAN BUTTER! |
| Registration Number: | 2678729 | SOY GARDEN |
| Registration Number: | 2995271 | GLUTEN FREE PANTRY |

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

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

Total Attachments: 4

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source=Boulder Brands Payoff - Trademark Release RF 5068-0402 RF 5068-0393 RF 5068-0416#page3.tif
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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. |