

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Huntington National Bank		01/29/2016	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hot 'N Spicey, Inc.		
<b>Street Address:</b>	8544 Cotter Street		
<b>City:</b>	Lewis Center		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43035		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1544640	SCHMIDT'S BAHAMA MAMA	
<b>Registration Number:</b>	1545488	BAHAMA MAMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	sullivansu@gtlaw.com		
<b>Correspondent Name:</b>	MICHAEL COHEN		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	130126.010000		
<b>NAME OF SUBMITTER:</b>	Michael Cohen		
<b>SIGNATURE:</b>	/Michael Cohen/		
<b>DATE SIGNED:</b>	01/29/2016		
<b>Total Attachments: 8</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is given this 29<sup>th</sup> day of January, 2016 between and among **The Huntington National Bank** (“Lender”), to **Hot ‘N Spicey, Inc.**, an Ohio corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement (the “Trademark Security Agreement”) dated March 3, 2014, and filed on May 2, 2014, in Reel 5273, Frame 0440, Grantor granted to Lender a security interest in such Grantor’s entire right, title and interest in and to those items of collateral set forth in the Trademark Security Agreement attached hereto as **Schedule A** (the “Trademark Collateral”).

WHEREAS, in connection with the payment in full of all loans of Grantor with Lender on January 29, 2016, all liens and security interest in the Trademark Collateral were fully released without further action.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this release, the Lender hereby declares that the security interest granted by Grantor to Lender in the Trademark Collateral is hereby **DISCHARGED, RELEASED AND TERMINATED**, and Lender hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Lender’s right, title and interest in and to such Trademark Collateral, effective as of the date set forth above.

This release shall be binding upon Lender’s legal representatives, assigns and successors.

*[Remainder of Page Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed by its authorized officer on the date first written above.

The Huntington National Bank

By: Elizabeth Sommer

Name: Elizabeth Sommer

Title: Vice President

Trademark Release

**TRADEMARK**  
**REEL: 005720 FRAME: 0290**

**Schedule A**

[copy of 03/04/2014 Trademark Security Agreement between Hot 'N Spicey, Inc. and The  
Huntington National Bank]

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement dated as of March 3, 2014, is executed by Hot 'N Spicey, Inc., an Ohio corporation ("*Grantor*") in favor of The Huntington National Bank ("*Lender*").

**WITNESSETH:**

WHEREAS, pursuant to certain loan documents, include a loan agreement and promissory note, dated as of March 3, 2014 (as amended, modified or supplemented from time to time, the "*Loan Documents*") between Grantor and Lender; Lender has agreed to make an extension of credit to Grantor upon the terms and subject to the conditions set forth therein (the "*Loan*"); and

WHEREAS, Grantor is party to a Commercial Security Agreement of even date herewith in favor of Lender (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to make the extension of credit to Grantor under the Loan Documents, Grantor hereby agrees with Lender as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan Documents or in the Security Agreement and used herein have the meaning given to them in the Loan Documents or the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Loan, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*");

- (a) all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

**Section 3. Security Agreement**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOT 'N SPICEY, INC., an Ohio corporation

By: *Lisa Marie Jackson*  
Name: Lisa Marie Jackson  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: *Foster Nye*  
Name: Foster Nye  
Title: Vice President

STATE OF OHIO,  
COUNTY OF FRANKLIN,

The foregoing instrument was acknowledged before me on the 3 day of March 2014, by Lisa Marie Jackson, the Chief Executive Officer of Hot 'N Spicy, Inc., an Ohio corporation, on behalf of said corporation.

*Beth A Sommer*  
Notary Public  
My Commission Expires: 5/19/17



BETH A. SOMMER  
Notary Public, State of Ohio  
My Comm. Expires May 19, 2017  
Recorded in Franklin County

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Hot 'N Spicy, Inc.

- Individual(s)
- Partnership
- Corporation- State Ohio
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s)

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Huntington National Bank

Street Address: 7 Easton Oval

City: Columbus

State: OH

Country: United State of America Zip: 43219

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Ohio
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Serial Number: 73562154

B. Trademark Registration No.(s)

Registration Number: 1544840

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Schenck's Bahama Mama Hot Smoked Sausage

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Huntington National Bank

Internal Address: EASWZ9

Street Address: 7 Easton Oval

City: Columbus

State: OH Zip: 43219

Phone Number:

Docket Number:

Email Address:

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(5) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Juan M Jackson

Signature

3-3-2014

Date

Lisa M. Jackson

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

*Trademark Registrations*

A. REGISTERED TRADEMARKS

Reg. No. 1,544,640 June 20, 1989 "SCHMIDT'S BAHAMA MAMA"

Reg. No. 1,545,488 June 27, 1989 "BAHAMA MAMA"

B. TRADEMARK LICENSES

Trademark License Agreement dated December 11, 1986, between The J. Fred Schmidt Packing Company, as Licensor, and RIMCO, Inc., as Licensee, which was assigned to The Ohio Packing Company, as Licensor, by agreement dated November 6, 1997, and which was further assigned to Grantor, as Licensor, by agreement dated March 5, 2014.

### Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

#### Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

#### Item 2. Name, Address, Legal Entity Type, and Citizenship of Assignee.

Enter the name and complete address of the first party receiving the interest. If there is more than one receiving party, check the "Yes" box to indicate that additional information is attached and write the wording "See additional sheet" on the citizenship line. On a separate sheet, provide all of the necessary information about the other receiving parties, as explained below. If the receiving party is an individual, check the "Individual" box and enter the citizenship of the receiving individual. If the receiving party is a legal entity, i.e., corporation, association, limited partnership, etc., designate the legal entity and citizenship of the receiving party by checking the appropriate box and filling in the citizenship information. If a box is not provided for the legal entity, check the "Other" box and write the nature of the legal entity, e.g., limited liability company, trust, estate, etc., and its citizenship. Information about the entity type and citizenship is mandatory.

The citizenship of a legal entity is as follows: for a corporation, it is the U.S. state (or foreign country) of incorporation; for an association, it is the U.S. state (or foreign country) under which it is organized; for a partnership or joint venture, it is the U.S. state (or foreign country) under which it is organized, etc. In addition, for a domestic partnership or domestic joint venture, the cover sheet must include the names, legal entities, and national citizenship (or the state or country of organization) of all general partners or other members that compose the domestic partnership or domestic joint venture. For a trust or estate, the same information should be provided. If additional space is needed, check the "Yes" box to indicate that additional information is attached, write the wording "See additional sheet" next to the appropriate entity designation, and provide the required information on the additional sheet.

If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Check the appropriate box to indicate whether or not a designation of domestic representative is attached. Check the "No" box if no information is attached.

#### Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

#### Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

#### Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

#### Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

#### Item 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

#### Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

#### Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 267 and 15 USC 1097 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be searched by the public. To view documents recorded under search orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is refreshed to take 30 minutes to complete, including gathering, preparing, and submitting the data to the USPTO. Any comments on the accuracy of this page require to complete this form and/or suggestions for reducing the burden, should be sent to the Manager of the Assignment Recordation Branch, Randolph Square, Room 1D01, 3800 South Randolph Street, Arlington, VA 22206. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.