

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373214

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel 5487, Frame 0276
<b>RESUBMIT DOCUMENT ID:</b>	900353090

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/04/2016	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Dean Intellectual Property Services II, Inc.
<b>Street Address:</b>	2711 North Haskell Avenue, Suite 3400
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75204
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2865936	SINCE 1932 BUD'S ICE CREAM OF SAN FRANCI

**CORRESPONDENCE DATA**

**Fax Number:** 2147218835  
*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:** 2143033527  
**Email:** tms@deanfoods.com  
**Correspondent Name:** Mark Niermann  
**Address Line 1:** 2711 North Haskell Avenue, Suite 3400  
**Address Line 4:** Dallas, TEXAS 75204

<b>ATTORNEY DOCKET NUMBER:</b>	9459
<b>NAME OF SUBMITTER:</b>	Jacqueline T. Gwinn
<b>SIGNATURE:</b>	/jacqueline t. gwinn/
<b>DATE SIGNED:</b>	02/15/2016

**Total Attachments: 3**

source=Partial Release of Security Interest Reel 5487-0276-Since 1932 Bud's-Executed#page1.tif  
source=Partial Release of Security Interest Reel 5487-0276-Since 1932 Bud's-Executed#page2.tif  
source=Partial Release of Security Interest Reel 5487-0276-Since 1932 Bud's-Executed#page3.tif

**PARTIAL RELEASE OF PLEDGE AND SECURITY AGREEMENT**

**THIS PARTIAL RELEASE OF PLEDGE AND SECURITY AGREEMENT** (this "Release") is dated as of February 4, 2016 by Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"), for the benefit of Dean Intellectual Property Services II, Inc. (the "Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Pledge and Security Agreement, dated as of March 26, 2015 between the Grantor and the Administrative Agent, in conjunction with that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of March 26, 2015 between the Grantor and the Administrative Agent (collectively, the "Security Agreement"), the Grantor pledged, assigned and granted to the Administrative Agent a security interest in all of its right, title and interest in and to certain trademarks, including the trademark set forth on Schedule I (the "Specified Trademark");

**WHEREAS**, the Security Agreement was recorded with the U.S. Patent & Trademark Office on March 27, 2015, at Reel 5487 and Frame 0276;

**WHEREAS**, the Grantor desires to transfer certain of its assets subject to the liens of the Security Agreement to a third-party, including the Specified Trademark, and has requested that the Administrative Agent release its interest in the Specified Trademark;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Specified Trademark without representation, warranty or recourse of any kind whatsoever.

If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Specified Trademark, it hereby assigns and transfers such rights, title or interest to the Grantor.

The foregoing release shall be limited only to the Specified Trademark, made by the Administrative Agent for the benefit of the Grantor as of the date hereof. The Administrative Agent and the Grantor hereby confirm the Administrative Agent's lien on and security interest in all right, title and interest in and to all other trademarks and all other collateral pledged to the Administrative Agent under the Security Agreement.


The release of the Administrative Agent's security interest in the Specified Trademark shall not be construed to evidence or reflect the payment or satisfaction of any of the indebtedness or other obligations of the Grantor or any of its affiliates to the Administrative Agent or any of the Lenders.

Capitalized terms used but not defined herein shall have the meaning set forth in the Security Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the day and year first above written.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Nicholas Chen  
Title: Vice President

[Signature Page to Partial Release]

NYDOCS03/1032144.3

TRADEMARK  
REEL: 005729 FRAME: 0879

SCHEDULE I  
to  
PARTIAL RELEASE OF PLEDGE AND SECURITY AGREEMENT

U.S. Trademark Registration No. 2,865,936 Since 1932 Bud's Ice Cream of San Francisco & Design.

Schedule I

NYDOCS03/1032144.3

**RECORDED: 02/04/2016**

**TRADEMARK  
REEL: 005729 FRAME: 0880**