

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375683

<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>
JPMorgan Chase Bank, N.A., as Collateral Agent		03/03/2016	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Delfield Company, LLC		
<b>Street Address:</b>	980 S. Isabella Road		
<b>City:</b>	Mt. Pleasant		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48858		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3401056	6000XL	
<b>Registration Number:</b>	2982655	DELFIELD	
<b>Registration Number:</b>	0974598	DELFIELD	
<b>Registration Number:</b>	2563590	DELRITE	
<b>Registration Number:</b>	3442963	E-CHEF	
<b>Registration Number:</b>	3747425	FLEXISHIELD	
<b>Registration Number:</b>	2637051	LIQUITEC	
<b>Registration Number:</b>	2573485	MARK 7 CUSTOM SYSTEMS	
<b>Registration Number:</b>	3426228	SHELLEYBASIC	
<b>Registration Number:</b>	2994044	SHELLEYBASIC BY DELFIELD	
<b>Registration Number:</b>	1619918	SHELLEYGLAS	
<b>Registration Number:</b>	0839534	SHELLEYMATIC	
<b>Registration Number:</b>	3426229	SHELLEYSPEED	
<b>Registration Number:</b>	2569829	SHELLEYSTEEL	
<b>Registration Number:</b>	1639355	SPECIFICATION LINE	
<b>Registration Number:</b>	3325470	VERSA DRAWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		

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TRADEMARK

**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:** 312 558-6352  
**Email:** mfoy@winston.com  
**Correspondent Name:** Michelle Foy, Winston & Strawn LLP  
**Address Line 1:** 35 West Wacker Drive  
**Address Line 2:** Suite 4200  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

<b>ATTORNEY DOCKET NUMBER:</b>	18103.325
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<b>NAME OF SUBMITTER:</b>	Michelle Foy
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<b>SIGNATURE:</b>	/Michelle Foy/
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<b>DATE SIGNED:</b>	03/04/2016
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**Total Attachments: 3**

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## TRADEMARK RELEASE

This Trademark Release is made and effective as of March 3, 2016, 2016, by **JPMORGAN CHASE BANK, N.A.**, as Collateral Agent ("Agent") under a Security Agreement (describe more fully below), in favor of **THE DELFIELD COMPANY, LLC** a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor executed in favor of Agent (i) that certain Security Agreement dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Security Agreement), and (ii) that certain Grant of Security Interest in United States Trademarks executed December 17, 2008 ("Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on March 19, 2009 at Reel 003955, Frame 0611 against the Trademarks set forth on Schedule A thereto;

WHEREAS, pursuant to those certain pay-off letter dated March 3, 2016, Agent confirmed (i) payment of all outstanding obligations of Grantor, (ii) termination and release of all security interests made by Grantor to Agent, and (iii) authorization for Grantor and/or its counsel to file on behalf of Agent any intellectual property releases and other releases necessary to effectuate the releases contemplated by such pay-off letter;

WHEREAS, Agent has agreed to and confirms its release of the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Marks and reassigns the same to Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


1. Agent hereby fully and finally terminates the Trademark Security Agreement and releases its security interest in and lien on all of Grantor's right, title and interest in and to (i) the Marks, including, without limitation, the Trademark registrations and Trademark applications set forth on **Schedule A** attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to (i) the Marks, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same.

3. This Trademark Release and Reassignment is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

Executed on the 26<sup>th</sup> day of February, 2016.

**JPMORGAN CHASE BANK, N.A.,**  
Collateral Agent

By:  \_\_\_\_\_

Name: Richard D. Barritt

Title: Vice President

[Signature Page to Release of Trademark Security Interest – The Delfield Company LLC]

**TRADEMARK**

**REEL: 005746 FRAME: 0412**

**SCHEDULE A**

**TRADEMARKS – The Delfield Company, LLC**

Mark	Reg. No. / Date	Country	Status
6000 XL	3,401,056 March 25, 2008	US	Registered
DELFIELD	2,982,655 August 9, 2005	US	Registered
DELFIELD & Design	974,598 December 11, 1973	US	Registered
DELRITE	2,563,590 April 23, 2002	US	Registered
E-CHEF	3,442,963 June 3, 2008	US	Registered
FLEXISHIELD	3,747,425 February 9, 2010	US	Registered
LIQUITEC	2,637,051 October 15, 2002	US	Registered
MARK 7 CUSTOM SYSTEMS	2,573,485 May 28, 2002	US	Registered
SHELLEYBASIC	3,426,228 May 13, 2008	US	Registered
SHELLEYBASIC BY DELFIELD	2,994,044 September 13, 2005	US	Registered
SHELLEYGLAS	1,619,918 October 30, 1990	US	Registered
SHELLEYMATIC	839,534 November 28, 1967	US	Registered
SHELLEYSPEED	3,426,229 May 13, 2008	US	Registered
SHELLEYSSTEEL	2,569,829 May 14, 2002	US	Registered
SPECIFICATION LINE	1,639,355 March 26, 1991	US	Registered
VERSA DRAWER	3,325,470 October 30, 2007	US	Registered