

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM381771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		04/22/2016	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dinerware, LLC		
<b>Street Address:</b>	90 Nassau Street, 2nd Floor		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08542		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2628048	DINERWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625.4980		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III.		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	04/25/2016		
<b>Total Attachments: 4</b>			
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source=HPS Trademark Release - Dinerware - BAML (2016)#page2.tif			
source=HPS Trademark Release - Dinerware - BAML (2016)#page3.tif			

OP \$40.00 2628048



**RELEASE OF TRADEMARK SECURITY INTEREST**

April 22, 2016

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America, N.A., as administrative agent (the “Administrative Agent”), whose address is 135 S. LaSalle St., Chicago, Illinois 60603, pursuant to that certain Amended and Restated Collateral Agreement dated as of September 4, 2014, by and among the grantors from time to time party thereto (each a “Grantor” and collectively, the “Grantors”) and the Administrative Agent for the Secured Parties referenced therein (as the same may have been amended, modified, restated, or supplemented from time to time, the “Collateral Agreement”), does hereby unconditionally and expressly release, terminate and forever discharge and extinguish any and all of its right, title and interest in and to any and all liens and security interests it may have under all intellectual property collateral identified in the Collateral Agreement and the Notice of Grant of Security Interest in Trademarks dated as of February 24, 2015 among the Administrative Agent and Dinerware, LLC (“Dinerware”) (the “Trademark Security Agreement”), including, without limitation, the trademarks listed on Schedule 1 attached hereto (collectively, the “Released Collateral”), arising from the Collateral Agreement and the Trademark Security Agreement, which was recorded in the United States Patent and Trademark Office (“PTO”) on or about February 25, 2015, against the United States trademarks listed on Schedule 1 at Reel/Frame Numbers 5465/0942. The Administrative Agent hereby releases, retransfers and reassigns to Dinerware the security interest and all of the Administrative Agent’s right, title and interest in, to and under the Released Collateral. The Administrative Agent will take all such further actions, execute and deliver, at the request and cost of Dinerware, such further instruments, documents and release forms as Dinerware may reasonably request or are required to more effectively release, terminate, discharge, and extinguish any such liens and security interests upon such Released Collateral.


This Release of Trademark Security Interest shall be binding upon the Administrative Agent, its legal representatives, assigns and successors. The Administrative Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Release of Trademark Security Interest.

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Executed as of the date first written above.

**ADMINISTRATIVE AGENT:**

Bank of America, N.A., as Administrative Agent

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

Name: Denise Jones

Title: Assistant Vice President

HPS Release of Trademark Security Interest  
Dinerware

**TRADEMARK**  
**REEL: 005777 FRAME: 0051**

**Schedule 1**  
**to the Release of Trademark Security Interest**

**Released Collateral**

*[See Attached]*

SCHEDULE 1

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
2,628,048	Dinerware	October 1, 2002

TRADEMARK APPLICATIONS

None.