

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM382383

<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 First National Bank of Boston, as Agent		07/14/1999	Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Diamond Crystal Specialty Foods, Inc.		
<b>Street Address:</b>	10 Burlington Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01887		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0881779	PACKET BRAND	
<b>Registration Number:</b>	1279143	SINGLE SERV	
<b>Registration Number:</b>	1039460	SWEET CRYSTALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>	6127667000		
<b>Email:</b>	tmmppls@faegrebd.com		
<b>Correspondent Name:</b>	Robert Leonard/Sarah House		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	425149.50		
<b>NAME OF SUBMITTER:</b>	Sarah M. House		
<b>SIGNATURE:</b>	/Sarah M House/		
<b>DATE SIGNED:</b>	04/29/2016		
<b>Total Attachments: 3</b>			
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# UCC 3 - STATE OF MICHIGAN

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code.

Filed with: Secretary of State

Sec. Security # / Tax ID #

1. Debtor(s) (Last Name First, Middle Initial) & Address(es)

Diamond Crystal Specialty Foods, Inc.  
10 Burlington Avenue  
Wilmington, MA 01887

A-31-1201663

FOR FILING OFFICER  
(Date, Time, Number, and Filing Office)

DO NOT WRITE IN THIS SPACE

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SECURITY STATE  
LANSING, MICHIGAN 48918

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2. Secured Party(ies) & Address(es)

Secured Party's

The First National Bank of Boston, as  
Agent  
100 Federal Street  
Boston, MA 02110

3. MAIL ACKNOWLEDGEMENT COPY TO:

RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2969  
Springfield, Illinois 62708

4. No. of Add'l Sheets

5. State Account No.

6. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT BEARING THE FOLLOWING

Sec. of State File Number 95-791378

Reg. of Deeds File Number

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- 7. [ ] AMENDMENT - The Financing Statement bearing the file number(s) shown in Item 6 is amended as set forth in Item 13.
- 8. [ ] ASSIGNMENT - All of Secured Party's right under the Financing Statement bearing the file number shown in Item 6 has been assigned to the assignee whose name and address appears in Item 13 below.
- 9. [ ] PARTIAL ASSIGNMENT - A portion of the Secured Party's right under the Financing Statement bearing the file number shown in Item 6 to the property described in Item 13 below has been assigned to the assignee whose name and address appears in Item 13.
- 10. [ ] CONTINUATION - The original Financing Statement bearing the file number shown in Item 6 is still effective. A CONTINUATION CANNOT BE FILED MORE THAN SIX MONTHS PRIOR TO EXPIRATION DATE.
- 11. [x] PARTIAL RELEASE - The Secured Party(ies) release(s) the following collateral described in Item 13 below from the original Financing Statement bearing the file number as shown in Item 6.
- 12. [ ] TERMINATION - The Secured Party(ies) of record no longer claim(s) a security interest under the Financing Statement bearing the file number shown in Item 6.
- 13. Total Release: Although this form provides a category only for a partial release, it is the intention of the secured party to release all of the collateral from the financing statement bearing the file number shown above.

The First National Bank of Boston, as Agent

x Mary L. Burke  
Signature(s) of Debtor(s)

x Christopher S. All  
Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 2, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 3.

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## ATTACHMENT

### Receivables Defined

All right, title and interest of the Debtor in and to (but none of the obligations under) all of the following, whether now or hereafter existing (herein called the "*Contributed Receivables*");

- (a) all Receivables of the Debtor;
- (b) all Related Security with respect to such Receivables;
- (c) all monies due or to become due with respect to any of the foregoing;
- (d) all books and records related to any of the foregoing; and
- (e) all proceeds thereof (as defined in the applicable UCC) including without limitation, all funds which either are received by the Debtor or Imperial Securitization Corporation (the "*SPV*") or the Servicer, from or on behalf of the Obligors in payment of any amounts owed (including without limitation, finance charges, interest and all other charges) in respect of any Receivables, or are applied to such amounts owed by the Obligors (including without limitation, insurance payments, if any, that the Debtor or the Servicer applies in the ordinary course of its business to amounts owed in respect of any Receivable).

As used herein, the following terms shall have the following meanings:

"*Contracts*" means, with respect to any Receivable, any and all contracts, understandings, instruments, agreements, invoices, notes, or other writings pursuant to which such Receivable arises or which evidences such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable.

"*Obligor*" means, with respect to any Receivable the Person obligated to make payments pursuant to the Contract relating to such Receivable.

"*Person*" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"*Receivable*" means any indebtedness and other obligations owed to the Debtor or the SPV or any right of the Debtor or the SPV to payment from or on behalf of an Obligor, whether constituting an account, chattel paper, instrument, or general intangible, arising in connection with the sale of goods or the rendering of services by the Debtor or the SPV, and includes, without limitation, the obligation to pay any finance charges, fees

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and other charges with respect thereto. Indebtedness and other obligations arising from any one transaction, including, without limitation, indebtedness and other obligations represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other obligations arising from an other transaction.

*"Related Security"* means, with respect to any Receivable:

(i) all of the SPV's interest in any goods (including returned goods), and documentation or title evidencing the shipment or storage of any goods (including returned goods), relating to any sale giving rise to such Receivable;

(ii) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all UCC financing statements or similar filings signed by an Obligor relating thereto; and

(iii) all guaranties, indemnities, insurance and other agreements (including the related Contract) or arrangements of whatever character from time to time supporting or securing payment of such Receivable or otherwise relating to such Receivable whether pursuant to the Contract related to such Receivable or otherwise.

*"Servicer"* means Imperial Distributing, Inc., as initial Servicer together with its successors and permitted assigns in such capacity.

*"UCC"* means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.