### 900365219 05/20/2016

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM385078

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900363882

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FLEET BANK NATIONAL ASSOCIATION		04/28/2016	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Haddon House Food Products, Inc.	
Street Address:	250 Old Marlton Pike	
City:	Medford	
State/Country:	NEW JERSEY	
Postal Code:	08055	
Entity Type:	Corporation: NEW JERSEY	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	0713619	HADDON HOUSE
Registration Number:	1186982	MEDFORD FARMS
Registration Number:	1013016	MUSETTE

### CORRESPONDENCE DATA

**Fax Number:** 215851420

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:** 215-851-8100

**Email:** phlipdocketing@reedsmith.com

Correspondent Name: Matthew P. Frederick, Reed Smith LLP

Address Line 1: 1717 Arch Street

Address Line 2: Three Logan Square, Suite 3100
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Matthew P. Frederick
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	05/20/2016

**Total Attachments: 4** 

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REEL: 005794 FRAME: 0978

900365219

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of April 28, 2016 and granted by Bank of America, N.A. (as successor to Fleet Capital Corporation) (the "Lender") under the Trademark Security Agreements referred to below, in favor of Haddon House Food Products, Inc., a New Jersey Corporation, and SCTC LLC, a Florida Limited Liability Company (collectively, the "Grantors") and their successors, assigns and legal representatives.

WHEREAS, pursuant to the certain trademark security agreements recorded in the USPTO at reel/frame number 0832/0088 recorded on November 15, 1991, reel/frame number 1089/0346 recorded on January 10, 1994, and reel/frame number 1542/0935 recorded on January 13, 1997 (the "Trademark Security Agreements"), all among the Grantors and National Westminster Bank NJ and Fleet Bank National Association, the Grantors executed and delivered to National Westminster Bank NJ and Fleet Bank National Association the Trademark Security Agreements;

WHEREAS, pursuant to the Trademark Security Agreements, the Grantors pledged and granted to National Westminster Bank NJ and Fleet Bank National Association security interests in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, Lender is the successor-in-interest to National Westminster Bank NJ and Fleet Bank National Association;

WHEREAS, the Grantors have requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Trademark Security Agreements.

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

- 1. <u>Release of Security Interest</u>. Lender and Lender's successors, legal representatives and assigns, hereby terminate the Trademark Security Agreements and terminate, release and discharge any and all security interests that it has pursuant to the Trademark Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
- (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or

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unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Lender agrees to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule whether of the State of New Jersey or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Bank of America N.A.

as Lender

Ву: \_\_

Name: Shalfzerin

Title: Senier Vice Resident

Address for Notices:

CityPlace I

185 Asylum Street Hartford, CT 06103 Attn: Edgar Ezerins

Telecopy: (860) 952-6830

E-mail: edgar.ezerins@baml.com

[Signature page to Release of Trademark Security Interest]

3

## **SCHEDULE 1**

## TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademark Registration Nos.:

- 0713619 for HADDON HOUSE;
- 1186982 for MEDFORD FARMS; and
- 1013016 for MUSETTE.

4

DB3/200861363.2

**RECORDED: 05/09/2016** 

TRADEMARK REEL: 005794 FRAME: 0983