

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT RELEASE (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		06/02/2016	TRUST COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	BBC ACQUISITION, LLC
Street Address:	9987 CARVER ROAD, SUITE 500
City:	BLUE ASH
State/Country:	OHIO
Postal Code:	45242
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77952836	BETTER BAKERY
Serial Number:	86395029	SKINNY MELTS

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/20/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”) is made effective as of June 2, 2016, by DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Security Agent (the “Security Agent”) in favor of BBC ACQUISITION, LLC (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to that certain Second-Lien Credit Agreement dated as of October 10, 2012 (as amended, restated, supplemented, modified, renewed or extended from time to time, the “Credit Agreement”) among Pierre Holdco, Inc., a Delaware corporation, AdvancePierre Foods, Inc., a Delaware corporation, as borrower (“Borrower”), the lenders party thereto as “Lenders” (“Lenders”), and the Administrative Agent (together with the Lenders, the “Lender Creditors”), the Lender Creditors agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantor agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of October 10, 2012 among the Grantor and the Security Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, the Grantor entered into that certain Trademark Security Agreement, dated as of April 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Grantor granted to the Security Agent a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 30, 2015 at Reel 5506 and Frame 0641; and

WHEREAS, in accordance with the provisions of the Trademark Security Agreement, the Security Agent now desires to release its security interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Security Agent hereby releases to the Grantor its security interest in such Grantor’s Trademark Collateral (as such term is defined in the Trademark Security Agreement), including the trademarks listed on Schedule I.

3. COUNTERPARTS. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

4. RECORDATION. The Security Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

5. GOVERNING LAW. **THE VALIDITY OF THIS RELEASE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Security Agent has caused this Release to be executed by its duly authorized officer.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Security Agent

By: Peter Cucchiara

Name: Peter Cucchiara

Title: Vice President

By: 

Name: Michael Shannon

Title: Vice President

[Signature Page to Trademark Security Agreement Release (Second Lien)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT RELEASE

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner
BETTER BAKERY	U.S.	25-Jan-2011	3,912,552	8-Mar-2010	77952836	BBC Acquisition, LLC
SKINNY MELTS	U.S.	N/A	N/A	15-Sep-2014	86/395,029	BBC Acquisition, LLC

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