TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM389982 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMS Mezzanine Debt Subpartnership		06/30/2016	Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Eschenbach, USA, Inc.
Street Address:	4447-A Brookfield Corporate Drive
City:	Chantilly
State/Country:	VIRGINIA
Postal Code:	20151
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2172881	TAKE !T
Registration Number:	2172882	MUG AT WORK
Registration Number:	2174902	TAKE IT
Registration Number:	2214009	MUG AT WORK

CORRESPONDENCE DATA

Fax Number: 6178327000

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: 617.832.1000

Email: ustrademark@foleyhoag.com

Correspondent Name: Jennifer Audeh, Esq., Foley Hoag LLP

Address Line 1: 155 Seaport Boulevard

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Jennifer Audeh, Esq.
SIGNATURE:	/Jennifer Audeh/
DATE SIGNED:	07/01/2016

Total Attachments: 7

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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of June 30, 2016 by CMS MEZZANINE DEBT SUBPARTNERSHIP, a Delaware general partnership (the "Lender") under that certain Senior Subordinate Note and Warrant Purchase Agreement, dated as of April 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among Fortessa, Inc. (now known as Fortessa Tableware Solutions, LLC), a corporation formed under the laws of the Commonwealth of Virginia ("Fortessa"), Eschenbach, USA, Inc., a corporation formed under the laws of the Commonwealth of Virginia ("Eschenbach"), Sterling Housewares LLC (now known as Sterling Restaurant Supply, LLC), a Virginia limited liability company ("Sterling"), and Fortessa Intellectual Property, LLC (now known as Integrus Holdings, Inc.) a limited liability company formed under the laws of the Commonwealth of Virginia ("FIP; collectively with Fortessa, Eschenbach, and Sterling, the "Borrowers"), and Lenders. Eschenbach and Fortessa are referred to herein each as a "Grantor" and together as the "Grantors").

WHEREAS, the Lender and the Grantors, entered into that certain Intellectual Property Security Agreement dated April 6, 2011 ("Security Agreement");

WHEREAS, under the Security Agreement the Grantors granted the Lender security interests in, among other things, such Guarantors' right, title and interest in the United States and foreign intellectual property rights identified on <u>Schedules A</u> attached hereto (the "<u>Intellectual Property</u>"), as security for the obligations of the Loan Parties, as defined in the Credit Agreement;

WHEREAS, the Lender recorded the Security Agreement with respect to the Intellectual Property listed on <u>Schedule A-1</u> on July 1, 2011 in the United States Patent and Trademark Office ("<u>PTO</u>") at Reel 004574, Frame 0796;

WHEREAS, the Lender recorded the Security Agreement with respect to the Intellectual Property listed on <u>Schedule A-2</u> on July 1, 2011 in the United States Patent and Trademark Office ("<u>PTO</u>") at Reel 004574, Frame 0782; and

WHEREAS, pursuant to that certain Payoff Statement, dated as of June 29, 2016, among the Borrowers and the Lender, Lender has agreed to terminate, release and discharge the security interests with respect to the Intellectual Property.

NOW THEREFORE, the Lender agrees as follows:

- 1. Defined terms used but not defined herein shall have the meanings attributed to such terms in the Security Agreement.
 - 2. The Lender hereby:

- (i) releases all liens and security interests with respect to the Intellectual Property;
- (ii) re-assigns and releases to the applicable Grantor and terminates all right, title and interest that Lender has in and to the Intellectual Property and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Intellectual Property; and all the rights to sue for past, present and future infringements, and all rights corresponding thereto associated with such Intellectual Property;
- (iii) waives and relinquishes all its rights, powers, privileges, and remedies with respect to the Grantors under the Security Agreement with respect to the Intellectual Property;
- (iv) releases Grantors and their respective successors and assigns from all covenants, obligations, liabilities, and warranties under the Security Agreement.

[Remainder of page left intentionally blank. Signature page follows.]

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IN WITNESS WHEREOF, the Lender has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first written above.

CMS MEZZANINE DEBT SUBPARTNERSHIP

By: CMS Mezzanine Debt Fund, L.P., as General

Partner

Name: Robert J. Palmer

Title: Authorized Signatory

CMS MEZZANINE DEBT FUND Q, L.P., as

General Partner

Name: Robert J. Palmer

Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Owner	Jurisdiction	Registration or Application	
ACCENTZ	Fortessa, Inc.	Virginia	7475	
ACCENTZ	Fortessa, Inc.	U.S. Federal	3,217,024	
(Stylized)				
ALESSANDRA*	Fortessa, Inc.	U.S. Federal	2,660,461	
CERES	Fortessa, Inc.	U.S. Federal	77/149,199	
CIRCLE LOGO [a.k.a.	ESCHENBACH,	European Community	3096856	
EVITA WHITE Design]	USA, INC.			
D&V	Fortessa, Inc.	U.S. Federal	3644511	
F & Design (Castle Logo)	Fortessa, Inc.	U.S. Federal	3613320	
FORTESSA	Fortessa, Inc.	U.S. Federal	3,237,498	
FORTESSA	Fortessa, Inc.	U.S. Federal	2,594,039	
FORTESSA	Fortessa, Inc.	U.S. Federal	3603698	
FORTESSA	Fortessa, Inc.	U.S. Federal	3613319	
(Stylized)				
FORTESSA	Fortessa, Inc.	Canada	148441300	
FORTALUXE	Fortessa, Inc.	U.S. Federal	2,672,923	
LEADING THE WAY IN TABLEWARE	Fortessa, Inc.	U.S. Federal	77/342,733	
MUG AT WORK	ESCHENBACH,	U.S. Federal	2,214,009	
(Stylized)*	USA, INC.			
MUG AT WORK*	ESCHENBACH, USA, INC.	U.S. Federal	2,172,882	
OCEANA	Fortessa, Inc.	U.S. Federal	3,090,308	
SUPERWHITE	Fortessa, Inc.	U.S. Federal	3603699	
TAKE IT*	ESCHENBACH,	U.S. Federal	2,174,902	
	USA, INC.			
TAKE IT	ESCHENBACH,	U.S. Federal	2,172,881	
(Stylized)*	USA, INC.			
TECHNOCERAM	Fortessa, Inc.	U.S. Federal	77/325,039	
VITRALUXE	Fortessa, Inc.	U.S. Federal	3,247,130	

^{*} The Mark has been cancelled with the United States Patent and Trademark; however, Borrower still has ownership rights under Virginia state law.

Schedule A-1

Owner: ESCHENBACH, USA, INC.

Serial #: 75305917 Filing Dt: 06/10/1997 Reg #: 2172881 Reg. Dt: 07/14/1998

Mark: TAKE !T

Serial #: <u>75305918</u> Filing Dt: 06/10/1997 Reg #: <u>2172882</u> Reg. Dt: 07/14/1998

Mark: MUG AT WORK

Serial #: 75306063 Filing Dt: 06/10/1997 Reg #: 2174902 Reg. Dt: 07/21/1998

Mark: TAKE IT

Serial #: 75306070 Filing Dt: 06/10/1997 Reg #: 2214009 Reg. Dt: 12/29/1998

Mark: MUG AT WORK

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Schedule A-2

OWNER: Fortessa, Inc.

Serial #: 76187279 Filing Dt: 12/14/2000 Reg #: 2660451 Reg. Dt: 12/10/2002

Mark: ALESSANDRA

Serial #: 76187280 Filing Dt: 12/14/2000 Reg #: 2672923 Reg. Dt: 01/07/2003

Mark: FORTALUXE

Serial #: 76187678 Filing Dt: 12/29/2000 Reg #: 2594039 Reg. Dt: 07/16/2002

Mark: FORTESSA

Serial #: 77149199 Filing Dt: 04/05/2007 Reg #: NONE Reg. Dt:

Mark: CERES

Serial #: 77325039 Filing Dt: 11/08/2007 Reg #: 3693262 Reg. Dt: 10/06/2009

Mark: TECHNOCERAM

Serial #: 77342715 Filing Dt: 12/03/2007 Reg #: 3603698 Reg. Dt: 04/07/2009

Mark: FORTESSA

Serial #: 77342718 Filing Dt: 12/03/2007 Reg #: 3613319 Reg. Dt: 04/28/2009

Mark: FORTESSA

Serial #: 77342726 Filing Dt: 12/03/2007 Reg #: 3613320 Reg. Dt: 04/28/2009

Mark: F

Serial #: 77342729 Filing Dt: 12/03/2007 Reg #: 3603699 Reg. Dt: 04/07/2009

Mark: SUPERWHITE

Serial #: 77342733 Filing Dt: 12/03/2007 Reg #: 3719181 Reg. Dt: 12/01/2009

Mark: LEADING THE WAY IN TABLEWARE

Serial #: 77418773 Filing Dt: 03/11/2008 Reg #: 3644511 Reg. Dt: 06/23/2009

Mark: D&V

Serial #: 78636941 Filing Dt: 05/25/2005 Reg #: 3217024 Reg. Dt: 03/13/2007

Mark: ACCENTZ

Serial #: 78642028 Filing Dt: 06/02/2005 Reg #: 3090308 Reg. Dt: 05/09/2006

Mark: OCEANA

Serial #: 78915334 Filing Dt: 06/23/2006 Reg #: 3247130 Reg. Dt: 05/29/2007

Mark: VITRALUXE

Serial #: 78973001 Filing Dt: 09/13/2006 Reg #: 3237498 Reg. Dt: 05/01/2007

Mark: FORTESSA

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