

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		08/12/2016	State Chartered Bank: OHIO
RECEIVING PARTY DATA			
Name:	BLUE RIBBON, LP		
Street Address:	2030 North Loop West		
Internal Address:	Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77018		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2145625	BUM'S FAVORITE! BUM PHILLIPS	
Registration Number:	2086928	BUM'S FINEST	
Registration Number:	2064470	BLUE RIBBON BRAND	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			
Phone:	617-951-7178		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Andrew L. Hogan, Ropes & Gray LLP		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	108712-0048-010		
NAME OF SUBMITTER:	Andrew Hogan		
SIGNATURE:	/Andrew Hogan/		
DATE SIGNED:	08/22/2016		
Total Attachments: 6			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of August 12, 2016 and granted by **FIFTH THIRD BANK (the “Collateral Agent”)**, as administrative agent and collateral agent for the secured parties (the “**Secured Parties**”) under each agreement listed on Exhibit A attached hereto (collectively the “**IP Security Agreement**”), in favor of each of Carlton Food Products, LP, Blue Ribbon, LP, Prefco Corp., Richards Cajun Foods Corp., Klement Sausage Co., Inc. and Klement Company Limited Partnership (each a “**Grantor**,” and collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to the IP Security Agreements, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Grantors have requested that the Collateral Agent 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 Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreements.

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

1 Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the IP 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 “**IP Collateral**”):

- (a) all patents, including, without limitation, those referred to on Exhibit A hereto, and all reissues, divisionals, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);
- (b) all trademarks, including, without limitation, those referred to on Exhibit A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);
- (c) all copyrights, including, without limitation, those referred to on Exhibit A hereto, and all extensions, reversions and renewals thereof (“**Copyrights**”);
- (d) all rights of any kind whatsoever of such Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, liabilities and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) 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. Authorization to Record. Collateral Agent authorizes the filing and recordation of this Release at the United State Patent and Trademark Office and any other applicable registry by the Grantors and their legal representatives and/or designees.

3. Full Satisfaction. Collateral Agent hereby acknowledges and agrees that the Grantors have completely and timely satisfied their Obligations in full and confirms that the Grantors shall have no further obligations of any kind under the IP Security Agreement.

4. Further Assurances. Collateral Agent 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.

5. Governing Law. 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 shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



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

FIFTH THIRD BANK


By: W. A. [Signature]
Name: W. A. [Signature]
Its: Vice President



EXHIBIT A

1. Patent, Trademark and Copyright Security Agreement dated as of June 28, 2013 by Carlton Food Products, LP in favor FIFTH THIRD BANK, as amended by that certain Trademark and Service Mark Assignment recorded with the U.S. Patent and Trademark Office on August 9, 2013 at Reel/Frame 5088/0898, as amended by that certain Trademark and Service Mark Assignment recorded with the U.S. Patent and Trademark Office on December 19, 2013 at Reel/Frame 5180/0127.

TRADEMARK/APPLICATION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE
2,007,809	SNACKWURST	10/15/1996
1,023,856	WURST NEW BRAUNFELS and Design 	10/28/1975
85/581,214	TEJANO GOLD FINEST QUALITY and Design 	3/27/2012

2. Patent, Trademark and Copyright Security Agreement dated as of June 28, 2013 by Blue Ribbon, LP in favor FIFTH THIRD BANK, as amended by that certain Trademark and Service Mark Assignment recorded with the U.S. Patent and Trademark Office on August 9, 2013 at Reel/Frame 5088/0784.

TRADEMARK/APPLICATION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE
2,145,625	BUM'S FAVORITE! and Design 	3/24/1998

2,086,928	BUM'S FINEST and Design 	08/12/1997
2,064,470		5/27/1997

3. Patent, Trademark and Copyright Security Agreement dated as of June 28, 2013 by Prefco Corp. in favor FIFTH THIRD BANK, as amended by that certain Trademark and Service Mark Assignment recorded with the U.S. Patent and Trademark Office on August 9, 2013 at Reel/Frame 5088/0914.


TRADEMARK/APPLICATION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE
2,459,977	BLUE RIBBON BRAND TEXAS TRADITIONS	06/12/2001
4,079,537	TEXAS TRADITIONS BLUE RIBBON BRAND PURVEYORS OF FINE MEATS SINCE 1946 and Design 	01/03/2012
4,062,982	BUM'S FAVORITE BUM PHILLIPS and Design 	11/29/2011

4. Patent, Trademark and Copyright Security Agreement dated as of June 28, 2013 by Richards Cajun Foods Corp. in favor FIFTH THIRD BANK, as amended by that certain Trademark and

Service Mark Assignment recorded with the U.S. Patent and Trademark Office on August 9, 2013 at Reel/Frame 5088/0919, as amended by that certain Trademark and Service Mark Assignment recorded with the U.S. Patent and Trademark Office on December 19, 2013 at Reel/Frame 5180/0132.

TRADEMARK/APPLICATION NUMBER	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
2,349,075	RICHARD'S CAJUN FAVORITES	05/09/2000
2,500,652	RICHARD'S CAJUN STYLE	10/23/2001

5. Grant of Security Interest in Patents, Trademarks, Service Marks and Copyrights dated as of May 2, 2014 by Klement Sausage Co., Inc. and Klement Company Limited Partnership in favor of FIFTH THIRD BANK, pursuant to that certain Patent, Trademark and Copyright Security Agreement dated as of May 2, 2014, recorded with the U.S. Patent and Trademark Office on May 21, 2014 at Reel/Frame 5284/0759.

TRADEMARK/APPLICATION NUMBER	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
3,684,763	BACKYARD BRATWURST	9/22/2009
1,142,727	KLEMENT'S and Design 	12/9/1980 Renewed 02/22/2011
N/A	GRILLAX	N/A