

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Security Benefit Corporation, as Collateral Agent		10/03/2016	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Fleischmann's Vinegar Company, Inc.		
Street Address:	Suite A 12604 Hiddencreek Way		
City:	Cerritos		
State/Country:	CALIFORNIA		
Postal Code:	90703		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3584298	CLASSIC ORGANICS	
Registration Number:	3848202	CLASSIC SELECTIONS	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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:	212-872-7443		
Email:	eleon@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Erika Leon		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	10/04/2016		
Total Attachments: 4			
source=Fleischmann's - IP Termination (Second Lien)#page1.tif			
source=Fleischmann's - IP Termination (Second Lien)#page2.tif			
source=Fleischmann's - IP Termination (Second Lien)#page3.tif			
source=Fleischmann's - IP Termination (Second Lien)#page4.tif			

CH \$65.00 3584298

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of October 3, 2016 (“Release”), is made by **SECURITY BENEFIT CORPORATION** (“SBC”), as Collateral Agent for the Secured Parties, in favor of **FLEISCHMANN’S VINEGAR COMPANY, INC.**, a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of January 30, 2015 (as amended, supplemented, amended and restated or otherwise modified, the “Second Lien Credit Agreement”), among RLJ-FVC Holdings, Inc., the Grantor, SCI Ingredients Holdings, Inc., the lenders from time to time party thereto (the “Lenders”), SBC, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties and the other parties thereto, the Lenders made Loans under the Second Lien Credit Agreement to the Grantor;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Security Agreement, dated as of January 30, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Collateral and Guarantee Requirements (as defined in the Second Lien Credit Agreement), the Grantor had executed and delivered the Intellectual Property Security Agreement dated as of January 30, 2015, granting the Collateral Agent a security interest in all of the Intellectual Property and IP Agreements to secure all of the Grantors’ Obligations;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005451, Frame 0008-0017, on February 2, 2015; and

WHEREAS, the Obligations have been paid and performed in full and the Collateral Agent has agreed to release its grant and security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and authorizes the recordation of this Release with the United States Patent and Trademark Office and United States Copyright Office at the Grantor’s expense.

SECTION 3. 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 AND SHALL BE CONSTRUED IN ACCORDANCE

WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION..

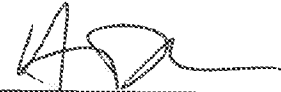
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Collateral Agent:

SECURITY BENEFIT CORPORATION, as
Collateral Agent

By:



Name: ANTHONY D. MAXWELL
Title: CVO

[Signature Page to Intellectual Property Security Release - Second Lien]

Schedule A

Trademarks, Trademark Applications and Trademark Licenses

Owner	Title	Jurisdiction	Filing Date/Issued Date	Status	Application/Registration No.
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	U.S.	3/3/2009	Registered	3,584,298
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	U.S.	9/14/2010	Registered	3,848,202
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	Canada	11/23/2010	Registered	TMA783268
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	Canada	11/23/2010	Registered	TMA783267
Fleischmann's Vinegar Company, Inc.	CRYSTAL SELECT	Canada	12/2/2009	Registered	TMA754352

Licenses

Loan Party	Licensor	Trademark	Effective Date
Fleischmann's Vinegar Company, Inc.	Burns Philp Food Inc.	FLEISCHMANN'S	10/8/2002
Fleischmann's Vinegar Company, Inc.	Burns Philp Food Limited	FLEISCHMANN'S	10/8/2002