

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		11/21/2016	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Urschel Laboratories, Inc.
<b>Street Address:</b>	1200 Cutting Edge Drive
<b>City:</b>	Chesterton
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46304
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	4306614	AFFINITY
Registration Number:	0842821	COMITROL
Registration Number:	1483083	COMITROL
Registration Number:	2762917	DIVERSACUT 2110
Registration Number:	4732722	DIVERSACUT 2110A
Registration Number:	3542103	DIVERSACUT SPRINT
Registration Number:	4540477	FLAT-V
Registration Number:	1291876	FLO CUT
Registration Number:	2527020	MICROSLICE
Registration Number:	2200222	QUANTICUT
Registration Number:	4406080	SPRINT
Registration Number:	4842277	SPRINT 2
Registration Number:	4814963	THE GLOBAL LEADER IN FOOD CUTTING TECHNO
Registration Number:	4843723	THE SIZE REDUCTION SPECIALISTS
Registration Number:	2016059	TRANSLICER
Registration Number:	2023988	TRANSLICER
Registration Number:	2323035	TRANSLICER 2000
Registration Number:	2323034	TRANSLICER 2500
Registration Number:	1038424	URSCHALLOY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1470451	URSCHEL
Registration Number:	1488135	URSCHEL
Registration Number:	4472403	URSCHELUBE
Registration Number:	4472575	URSCHELUBE
Registration Number:	1897961	VELOCICUT
Registration Number:	1899585	VELOCICUT
Registration Number:	1470452	
Registration Number:	1923317	

**CORRESPONDENCE DATA**

**Fax Number:** 3176361507

*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:** 3172386304

**Email:** rgoode@kdlegal.com

**Correspondent Name:** Robert J. Goode

**Address Line 1:** One Indiana Square

**Address Line 2:** Suite 2800

**Address Line 4:** Indianapolis, INDIANA 46204

**NAME OF SUBMITTER:** Robert J. Goode

**SIGNATURE:** /Robert J. Goode/

**DATE SIGNED:** 11/23/2016

**Total Attachments: 6**

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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of November 21, 2016, is made by Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, together with its successor and permitted assigns, the "Agent"), pursuant to the Credit Agreement, dated as of February 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein have the meaning assigned to them in the Trademark Security Agreement.

### WITNESSETH

WHEREAS, Urschel Laboratories, Inc., a Delaware corporation ("Grantor"), is a party to the Credit Agreement;

WHEREAS, the Grantor agreed, pursuant to a Security and Pledge Agreement of even date with the Credit Agreement, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement") to secure the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks (the "Trademark Security Agreement") dated as of February 29, 2016, the Grantor granted to the Agent a Lien on and security interest in, all of the Grantor's right, title, and interest in, to and under the trademark collateral as shown on Schedule 1 to the Trademark Security Agreement (the "Trademark Collateral");

WHEREAS, the Grantor recorded the Trademark Security Agreement with the U.S. Patent and Trademark Office (the "USPTO") on March 6, 2016 at Reel/Frame No. 5746/0659; and

WHEREAS, the Agent acknowledges the payment and performance of all the Secured Obligations, and thus desires to terminate and release the security interest in the Trademark Collateral.

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

1. Release of Liens. The Agent hereby (i) terminates, without recourse, representation or warranty the Trademark Security Agreement; (ii) releases, without recourse, representation or warranty, express or implied, of any kind, its security interest in all of the Trademark Collateral; (iii) retransfers and reassigns to the Grantor, as applicable, any right, title or interest of the Agent in, to or under the Trademark Collateral, including the issued trademarks and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference; and (iv) agrees that any power of attorney or similar rights granted by the Grantor to the Agent pursuant to or in connection with the Trademark Security Agreement is terminated.

2. Further Assurances. At the Grantor's sole cost and expense, the Agent shall take all reasonably required further actions, and provide to the Grantor and its successors, assigns, designees or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments, which are in form and substance

reasonably satisfactory to the Agent), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

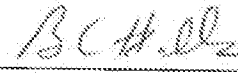
3. Authorization to Record. The Agent authorizes and requests that the USPTO and any applicable government officer record this Release.

4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of Illinois. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: 

Name: Brian Haldane

Title: Vice President

[Signature Page to Trademark Release]


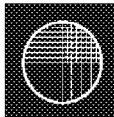
**TRADEMARK**  
**REEL: 005927 FRAME: 0866**

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademarks:

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Urschel Laboratories, Inc.	AFFINITY	85/576,482/ 4,306,614 International Registration No. (IR) 1 137 134	03/22/2012 03/19/2013
Urschel Laboratories, Inc.	COMITROL and Design	72/258,178 842,821	11/07/1966 01/23/1968
Urschel Laboratories, Inc.	COMITROL	73/676,868 1,483,083	08/06/1987 04/05/1988
Urschel Laboratories, Inc.	DIVERSACUT	78/137,399 2,762,918 IR 1 143 625	06/20/2002 09/09/2003
Urschel Laboratories, Inc.	DIVERSACUT 2110	78/137,394 2,762,917 IR 1 144 063	06/20/2002 09/09/2003
Urschel Laboratories, Inc.	DIVERSACUT2110A and Design	86/179,761 4,732,722 IR 1 217 697	01/30/2014 05/05/2015
Urschel Laboratories, Inc.	DIVERSACUT SPRINT	78/971,257 3,542,103 IR 1 143 624	09/11/2006 12/02/2008
Urschel Laboratories, Inc.	FLAT-V	86/012,831 4,540,477 IR 1 186 439	07/17/2013 05/27/2014
Urschel Laboratories, Inc.	FLO-CUT and Design	73/426,395 1,291,876	05/18/1983 08/28/1984
Urschel Laboratories, Inc.	MICROSLICE	76/075,328 2,527,020 IR 1 247 994	06/22/2000 01/08/2002
Urschel Laboratories, Inc.	QUANTICUT	75/156,042 2,200,222	08/22/1996 10/27/1998
Urschel Laboratories, Inc.	SPRINT	85/821,309 4,406,080 IR 1 172 451	01/11/2013 09/24/2013

<u>Lean Party/Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Urschel Laboratories, Inc.	SPRINT2	86/333,838 4,842,277 IR 1 248 633	07/10/2014 10/27/2015
Urschel Laboratories, Inc.	THE GLOBAL LEADER IN CUTTING FOOD TECHNOLOGY	86/207,534 4,814,963 IR 1 227 876	02/28/2014 09/15/2015
Urschel Laboratories, Inc.	THE SIZE REDUCTION SPECIALISTS	86/207,517 4,843,723 IR 1 227 859	02/28/2014 11/03/2015
Urschel Laboratories, Inc.	TRANSLICER	74/514,847 2,016,059 IR 1 090 680	04/21/1994 11/12/1996
Urschel Laboratories, Inc.	TRANSLICER (STYLIZED)	75/049,815 2,023,988 IR 1 144 065	01/25/1996 12/17/1996
Urschel Laboratories, Inc.	TRANSLICER 2000	75/466,955 2,323,035	04/13/1998 02/29/2000
Urschel Laboratories, Inc.	TRANSLICER 2500	75/466,954 2,323,034	04/13/1998 02/29/2000
Urschel Laboratories, Inc.	URSCHALLOY (STYLIZED)	73/057,232 1,038,424	07/09/1975 04/27/1976
Urschel Laboratories, Inc.	URSHEL	73/655,763 1,470,451 IR 1 102 284	04/17/1987 12/29/1987
Urschel Laboratories, Inc.		73/662,034 1,488,135	05/21/1987 05/17,1988
Urschel Laboratories, Inc.	URSHELUBE	85/837,545 4,472,403 IR 1 170 390	01/31/2013 01/21/2014
Urschel Laboratories, Inc.	<b>urschelube</b> VELOCICUT	85/900,238 4,472,575 IR 1 174 405	04/10/2013 01/21/2014
Urschel Laboratories, Inc.	VELOCICUT	74/354,809 1,897,961 IR 1 159 795	02/02/1993 06/06/1995
Urschel Laboratories, Inc.	VELOCICUT (STYLIZED)	74/414,691 1,899,585 IR 1 159 551	07/20/1993 06/13/1995

<u>Lean Party/Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Urschel Laboratories, Inc.		73/657,729 1,470,452	04/27/1987 12/29/1987
Urschel Laboratories, Inc.		74/582,119 1,923,317 IR 1 092 116	10/04/1994 10/03/1995