

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HSBC BANK PLC		08/12/2016	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAMAS & PAPAS (HOLDINGS) LIMITED		
<b>Street Address:</b>	Colne Bridge Road, Huddersfield		
<b>City:</b>	West Yorkshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	HD5 0RH		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4526735	MAMAS & PAPAS BABY BUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>			
<b>Phone:</b>	317-236-1313		
<b>Email:</b>	dwong@btlaw.com		
<b>Correspondent Name:</b>	David A. W. Wong		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-3535		
<b>ATTORNEY DOCKET NUMBER:</b>	51296-224069		
<b>NAME OF SUBMITTER:</b>	David A. W. Wong		
<b>SIGNATURE:</b>	/dwong/		
<b>DATE SIGNED:</b>	01/18/2017		
<b>Total Attachments: 11</b>			
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DATED

12 August

2016

(1) HSBC BANK PLC

- and -

(2) MAMAS & PAPAS (HOLDINGS) LIMITED

**DEED OF RELEASE OF  
SECURITY**

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THIS DEED OF RELEASE OF SECURITY is made on 12 August 2016

BETWEEN:

- (1) HSBC BANK PLC a company incorporated and registered under the laws of England and Wales with number 0014259 with its registered office at 8 Canada Square, London E14 5HQ ("Lender");

in favour of:

- (2) MAMAS & PAPAS (HOLDINGS) LIMITED a company incorporated and registered under the laws of England and Wales with number 04992401 with its registered office at Colne Bridge Road, Huddersfield, West Yorkshire HD5 0RH ("Company").

BACKGROUND:

- A The Company has requested that the Lender release all Security (as defined below) provided under or pursuant to the Security Documents (as defined below).
- B The Lender has agreed to release the assets of the Company from all Security constituted by the Security Documents (as defined below) on the terms and conditions of this Deed.

IT IS AGREED:

#### 1. DEFINITIONS

In this Deed terms defined in the Security Documents (as defined below) have the same meaning when used in this Deed (including in the recitals to this Deed) unless they are otherwise defined in this Deed and the following terms have the following meanings:

"Released Assets" means the assets of the Company which are described in the Security Documents;

"Security" means a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Documents" means:

- (a) the Charge and Assignment of Intellectual Property Rights dated 24 July 2014 and made between (1) the Company and (2) the Lender; and
- (b) the Charge and Assignment of Trade Marks dated 11 February 2014 and made between (1) the Company and (2) the Lender.

#### 2. DISCHARGE

The Lender hereby unconditionally and irrevocably surrenders, releases, reassigns and reconveys all rights, title and interest in and to the Released Assets to the Company free and clear of all Security constituted by the Security Documents.

Each release, reassignment and other discharge pursuant to this clause 2 is given without recourse or any representation or warranty by the Lender.

3. **COSTS AND EXPENSES**

The Company shall promptly on demand pay to the Lender the amount of all reasonable costs and expenses (including legal fees and all out-of-pocket expenses and any value added tax on such costs and expenses) which are incurred by the Lender in connection with the negotiation, preparation, execution and delivery of this Deed.

4. **FURTHER ASSURANCE**

The Lender shall, at the request and cost of the Company, do or execute or procure to be done or executed all things which are necessary to give effect to the provisions of this Deed.

5. **THIRD PARTY RIGHTS**

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

7. **GOVERNING LAW**

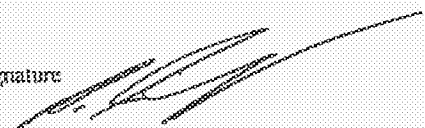
This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Deed has been duly executed by the Lender as a deed and has been delivered on the first date specified on page 1 of this Deed.

EXECUTION PAGE

Signed as a deed, but not delivered until the )  
first date specified on page 1, by HSBC )  
BANK PLC acting by its duly authorised )  
attorney \_\_\_\_\_ in the )  
presence of a witness: )

Signature



as attorney for HSBC BANK  
PLC

Name and position (block capitals)

SIMON DIXON - Director

Witness signature



Witness name:

AKEZ TULEBERGENDE

Witness address:

29 ELLES MERE ST

M15 9RR

MANCHESTER

Signed as a deed, but not delivered until the )  
first date specified on page 1, by MAMAS & )  
PAPAS (HOLDINGS) LIMITED acting by: )

Signature \_\_\_\_\_

Name and  
position (block  
capitals)

Witness signature \_\_\_\_\_

Witness name

(block capitals)

Witness address

DATED 12 August 2016

(1) HSBC BANK PLC

- and -

(2) MAMAS & PAPAS (HOLDINGS) LIMITED

**DEED OF RELEASE OF  
SECURITY**



DATED 12 August

2016

(1) HSBC BANK PLC

- and -

(2) MAMAS & PAPAS (HOLDINGS) LIMITED

**DEED OF RELEASE OF  
SECURITY**

TRADEMARK

REEL: 005968 FRAME: 0311

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EXECUTION PAGE

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first date specified on page 1, by HSBC )  
BANK PLC acting by its duly authorised )  
attorney \_\_\_\_\_ in the )  
presence of a witness: )

Signature

\_\_\_\_\_ )  
as attorney for HSBC BANK  
PLC

Name and position (block capitals)  
\_\_\_\_\_ )

Witness signature \_\_\_\_\_ )

Witness name: \_\_\_\_\_ )

Witness address: \_\_\_\_\_ )  
\_\_\_\_\_  
\_\_\_\_\_ )

Signed as a deed, but not delivered until the )  
first date specified on page 1, by MAMAS & )  
PAPAS (HOLDINGS) LIMITED acting by: )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

Signature \_\_\_\_\_ )

Name and position (block capitals)  
\_\_\_\_\_ )

DAVID SCACCIET  
CHAIRMAN

Witness signature \_\_\_\_\_ )

Witness name  
(block capitals)

GMORAN  
GEORGINA MORAN

Witness address

11 BROOMHILL AVENUE  
LEEDS  
LS17 6JS