

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED MARCH 11, 2016, REEL/FRAME 5749/0663)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, AS AGENT		03/10/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	COLORADO PREMIUM DELI, LLC		
Street Address:	2035 2ND AVENUE		
City:	GREELEY		
State/Country:	COLORADO		
Postal Code:	80631		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2763861	NATIONAL DELI	
Registration Number:	2588219	DELI KING	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	327000.27600		
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III		
SIGNATURE:	/JOHN E. SLAUGHTER, III/		
DATE SIGNED:	03/13/2017		
Total Attachments: 3			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 10, 2017 (“Release”), is made by U.S. Bank National Association, as administrative agent (“Agent”), in favor of K2D, Inc., a Colorado corporation, Buedel Food Products Co., an Illinois corporation, and Colorado Premium Deli, LLC, a Colorado limited liability company (each a “Borrower”, and collectively, the “Borrowers”).

WHEREAS, pursuant to that certain Security Agreement dated as of July 2, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Borrowers, Agent, and others party thereto and the Notice of Grant of Security Interest in Trademarks dated as of July 2, 2015 (“Trademark Notice”) by and among the Borrowers and Agent, Borrowers granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien upon Borrowers’ trademarks and trademark applications, together with the goodwill associated with the foregoing (“Trademark Collateral”), including, but not limited to, the foregoing listed on Schedule A attached hereto; and

WHEREAS, the Trademark Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on March 11, 2016 at Reel 5749 Frame 0663.

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, Agent, on behalf of the Secured Parties, and Borrowers agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

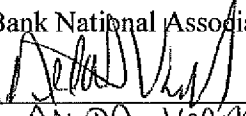
- (a) absolutely, unconditionally and irrevocably terminates the Trademark Notice;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases security interest in and lien on the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Borrowers’ expense.

SECTION 3. Further Assurances. Agent, at Borrowers’ expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Agent will, at Borrowers’ expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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

Agent:

U.S. Bank National Association, as Agent

By: 

Name: ANON VORAVUDH

Title: VICE PRESIDENT

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by Colorado Premium Deli, LLC et al.
In Favor of U.S. Bank National Association
Recorded March 11, 2016 at Reel 5749 Frame 0663

Trademark Registrations

Mark	Reg. No.	Reg. Date
NATIONAL DELI and Design	2763861	09/16/03
DELI KING	2588219	07/02/02