

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED NOVEMBER 11, 2010, REEL/FRAME 4412/0870)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EAGLE FUND II, L.P.		03/10/2017	Limited Partnership: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COLORADO PREMIUM DELI, LLC (AS SUCCESSOR IN INTEREST TO NATIONAL DELI, LLC)		
<b>Street Address:</b>	2035 2ND AVENUE		
<b>City:</b>	GREELEY		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80631		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2763861	NATIONAL DELI	
<b>Registration Number:</b>	2588219	DELI KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.27600		
<b>NAME OF SUBMITTER:</b>	JOHN E. SLAUGHTER, III		
<b>SIGNATURE:</b>	/JOHN E. SLAUGHTER, III/		
<b>DATE SIGNED:</b>	03/13/2017		
<b>Total Attachments: 3</b>			

OP \$65.00 2763861

source=2017 Termination and Release of SI in TM - Eagle Fund to Colorado Premium Deli#page1.tif  
source=2017 Termination and Release of SI in TM - Eagle Fund to Colorado Premium Deli#page2.tif  
source=2017 Termination and Release of SI in TM - Eagle Fund to Colorado Premium Deli#page3.tif

## **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 Eagle Fund II, L.P., a Missouri limited partnership, in its capacity as Collateral Agent ("Secured Party"), in favor of Colorado Premium Deli, LLC (as successor in interest to National Deli, LLC), a Colorado limited liability company ("Debtor").

**WHEREAS**, pursuant to that certain Note Purchase Agreement dated as of November 8, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Note Purchase Agreement") by and among the Debtor, Secured Party, and others party thereto and the Trademark Security Agreement dated as of November 8, 2010 ("Trademark Security Agreement") by and among the Debtor and Secured Party, Debtor granted to the Secured Party a continuing security interest in and to, and a Lien on, all of the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 11, 2010 at Reel 4412 Frame 0870.

**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, Secured Party and Debtor agree as follows:

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

**SECTION 2. Termination and Release.** Secured Party hereby:

- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;
- (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) authorizes the recordation of this Release with the USPTO at Debtor's expense.

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

Secured Party:

Eagle Fund II, L.P.

BY: EAGLE FUND II PARTNERS, LLC  
Its: General Partner

BY: EAGLE PRIVATE CAPITAL, LLC  
Its: Agent

By:   
Name: Benjamin M. Geis  
Title: Director

Schedule A

**U.S. Trademarks Subject to Security Interest  
Granted by National Deli, LLC  
In Favor of Eagle Fund II, L.P.  
Recorded November 11, 2010 at Reel 4412 Frame 0870**

**Trademark Registrations**

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