

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED NOVEMBER 24, 2010, REEL/FRAME 4412/0417)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		03/10/2017	BANKING CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	COLORADO PREMIUM DELI, LLC (AS SUCCESSOR IN INTEREST TO NATIONAL 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 19, 2017 ("Release"), is made by Fifth Third Bank, an Ohio banking corporation ("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 Credit Agreement dated as of November 8, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit 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 24, 2010 at Reel 4412 Frame 0417.

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 Credit Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Without recourse, and without liability to Debtor or any other Person, Secured Party hereby:

(a) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases its security interest in and lien on the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(b) represents and warrants that it has full authority to execute and deliver this Release; and


(c) authorizes the recordation of this Release with the USPTO at Debtor's expense.

SECTION 3. Further Assurances. Secured Party, at Debtor's 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, Secured Party will, at Debtor's 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 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:

Fifth Third Bank

By: 
Name: Frank V. Pucci
Title: V.P.

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by National Deli, LLC
In Favor of Fifth Third Bank
Recorded November 24, 2010 at Reel 4412 Frame 0417

Trademark Registrations

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