

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM419760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		03/10/2017	Banking Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Colorado Premium 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>	2588219	DELI KING	
<b>Registration Number:</b>	2763861	NATIONAL DELI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3036683952		
<b>Email:</b>	kris@managed-legal-services.com		
<b>Correspondent Name:</b>	Kristine Miller		
<b>Address Line 1:</b>	1740 Columbine Avenue		
<b>Address Line 2:</b>	Managed Legal Services		
<b>Address Line 4:</b>	BOULDER, COLORADO 80302-7915		
<b>NAME OF SUBMITTER:</b>	Kristine Miller, Colorado Bar Member		
<b>SIGNATURE:</b>	/Kristine Miller/		
<b>DATE SIGNED:</b>	03/15/2017		
<b>Total Attachments: 3</b>			
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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. Pared

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**

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