

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 4471/0140

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC, AS SECURITY AGENT		03/23/2017	BANK: UNITED KINGDOM

## RECEIVING PARTY DATA

<b>Name:</b>	BAKKAVOR FOODS USA, INC. (F/K/A TWO CHEFS ON A ROLL, INC.)
<b>Street Address:</b>	18201 CENTRAL AVENUE
<b>City:</b>	CARSON
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90746
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	2121804	TWO CHEFS ON A ROLL
<b>Registration Number:</b>	3028762	YOU LOOK THIN. EAT.

## CORRESPONDENCE DATA

**Fax Number:** 7147558290  
*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.*  
**Email:** IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  
**Correspondent Name:** LATHAM & WATKINS LLP  
**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	052023-0092
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
<b>SIGNATURE:</b>	/KJA/
<b>DATE SIGNED:</b>	03/23/2017

## Total Attachments: 4

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**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 23, 2017 (this "Release"), is made by, **BARCLAYS BANK PLC**, as security agent (the "Security Agent"), in favor of **BAKKAVOR FOODS USA, INC. (f/k/a TWO CHEFS ON A ROLL, INC. ("Grantor"))**.

**WITNESSETH**

WHEREAS, in connection with the Initial Facilities Agreement, as amended and restated on January 28, 2011, and the 2011 Secured Notes, the Grantor executed and delivered to the Security Agent that certain Intellectual Property Security Agreement Supplement, dated as of February 7, 2011 ("2011 IP Security"), which was recorded with the US Patent and Trademark Office February 8, 2011 at Reel 4471 Frame 0140;

WHEREAS, the Initial Facilities Agreement was refinanced in an agreement dated May 30, 2013 (the "Refinancing"), and in connection with the Refinancing and 2013 Secured Notes, the Grantor executed and delivered to the Security Agent that certain Intellectual Property Security Agreement Supplement, dated as of June 12, 2013 ("2013 IP Security" and, together with the 2011 IP Security, the "IP Security Agreements");

WHEREAS, pursuant to the IP Security Agreements, Grantor pledged and granted to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the United States trademarks set forth on Schedule A, attached hereto (the "Trademark Collateral"); and

WHEREAS, Grantor has requested that Security Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Security Agent and the Secured Parties may have in the Intellectual Property Collateral pursuant to the IP Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Security Agent hereby states as follows:


1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Confirmation of Security, dated March 27, 2015 by and between the Security Agent, Grantor, and other lenders parties thereto.
2. Release of Security Interest. Security Agent, without recourse, representation or warranty of any kind or nature, and at Grantor's sole cost and expense, hereby terminates, cancels and releases its security interest in and continuing lien on all right, title and interest of Grantor in, to and under the Intellectual Property Collateral, including, without limitation the Trademark Collateral, together with the goodwill associated therewith, is hereby assigned, transferred, and conveyed to Grantor.

3. Recordation. The Security Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.
4. Governing Law. This Release shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**BARCLAYS BANK PLC,**  
as Security Agent

By:   
Name: LEE SMITH  
Title: Duly Authorized Signatory

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

**Reel/Frame No. 4471/0140**

<b>Trademark</b>	<b>Status</b>	<b>Registration No.</b>	<b>Filing Date</b>
TWO CHEFS ON A ROLL	Registered (live)	2121804	02/03/1997
YOU LOOK THIN. EAT.	Registered (dead)	3028762	11/24/2004

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