

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423838

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keybank National Association		04/14/2017	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flagship Food Group North America LLC		
<b>Street Address:</b>	12100 Wilshire Blvd., Suite 150		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86542496	505 SOUTHWESTERN MEXIWRAPS	
<b>Registration Number:</b>	2577049	505 SOUTHWESTERN	
<b>Registration Number:</b>	0816704	CHRIS' & PITT'S	
<b>Registration Number:</b>	2201703	T.J. FARMS	
<b>Registration Number:</b>	3101255	HAILEY'S HARVEST	
<b>Registration Number:</b>	3807559	505 SOUTHWESTERN	
<b>Registration Number:</b>	3375728	HAILEY'S HARVEST	
<b>Registration Number:</b>	3864770	HAILEY'S HARVEST	
<b>Registration Number:</b>	4580681	SU MING	
<b>Registration Number:</b>	4693054	DEL SOL COMIDA EVERYTHING UNDER THE SUN	
<b>Registration Number:</b>	4750830	TJ FARMS SELECT	
<b>Registration Number:</b>	4358688	GOOD FAITH	
<b>Registration Number:</b>	4580679	TAKE IN ... DON'T TAKE OUT	
<b>Registration Number:</b>	4580680	SU MING TAKE IN ... DON'T TAKE OUT	
<b>Registration Number:</b>	4472423	ALL AMERICAN SALSA	
<b>Registration Number:</b>	4947284	505 SOUTHWESTERN	
<b>Registration Number:</b>	4947283	505 SOUTHWESTERN	
<b>Registration Number:</b>	1931509	EXCELLINE	

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**CORRESPONDENCE DATA****Fax Number:** 4153939887*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.***Phone:** 4159540200**Email:** trademark@squirepb.com**Correspondent Name:** Allyson M. Madrid, Esq.**Address Line 1:** 275 Battery Street, Suite 2600**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>NAME OF SUBMITTER:</b>	Allyson M. Madrid, Esq.
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<b>SIGNATURE:</b>	/Allyson M. Madrid/
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<b>DATE SIGNED:</b>	04/14/2017
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**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

WHEREAS, FLAGSHIP FOOD GROUP NORTH AMERICA LLC (formerly known as TVBG LLC) (the “Company”) entered into (i) a Domestic Loan Party Security Agreement, dated as of May 22, 2013 (as heretofore amended, modified or supplemented, the “Security Agreement”) among the Company, the other debtors party thereto and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) and (ii) an Intellectual Property Security Agreement, dated as of May 22, 2013 (as heretofore amended, modified or supplemented, the “IP Security Agreement” and, together with the Security Agreement, the “Agreements”) among the Company, the other grantors party thereto and the Collateral Agent, pursuant to which the Company granted a security interest (the “Security Interest”) in all of the Company’s right, title and interest in and to the Trademarks (as defined in the IP Security Agreement) and all Proprietary Collateral (as defined in the IP Security Agreement) related thereto, including without limitation the trademark registrations and trademark applications set forth on the attached Schedule A, all to the extent set forth in the Agreements;


WHEREAS, the IP Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 24, 2013 at Reel 5035, Frame 0372, October 28, 2014 at Reel 5389, Frame 0152 and August 12, 2015 at Reel 5606, Frame 0118; and

WHEREAS, all of the obligations secured by the Security Interest have been fully paid and satisfied and the Collateral Agent desires to release the Security Interest.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, without warranty or recourse of any kind; hereby releases its Security Interest held in the Trademarks and all Proprietary Collateral related thereto, including without limitation the trademark registrations and trademark applications set forth on the attached Schedule A annexed hereto, and hereby, (i) terminates all its rights, powers, privileges and remedies under the Agreements with respect to the Trademarks and all Proprietary Collateral related thereto, (ii) re-conveys, re-transfers and sets over to the Company any right, title or interest that the Collateral Agent may have acquired in the Trademarks and all Proprietary Collateral related thereto, together with all the goodwill associated therewith, and (iii) releases the Company from all covenants, obligations, liabilities and warranties under the Agreements related to the Trademarks and all Proprietary Collateral related thereto.

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KEYBANK NATIONAL ASSOCIATION  
as Collateral Agent



By:   
Name: Michael Fest  
Title: Assistant Vice President  
Date: April 14, 2017

SCHEDULE A

TRADEMARK APPLICATIONS

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Date Filed</b>
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIWRAPS	86/5424 96	2/23/2015

TRADEMARK REGISTRATIONS

<b>Owner</b>	<b>Domain Name/Mark</b>	<b>Reg. No.</b>	<b>Issue Date</b>
Flagship Food Group North America LLC		2577049	6/11/2002
Flagship Food Group North America LLC	CHRIS' & PITT'S	816704	10/11/1966
Flagship Food Group North America LLC	T.J. FARMS	2201703	11/3/1998
Flagship Food Group North America LLC	HAILEY'S HARVEST	3101255	6/6/2006
Flagship Food Group North America LLC	505 SOUTHWESTERN	3807559	6/22/2010
Flagship Food Group North America LLC	HAILEY'S HARVEST	3375728	1/29/2008
Flagship Food Group North America LLC	HAILEY'S HARVEST	3864770	10/19/2010
Flagship Food Group North America LLC		4580681	8/5/2014

Owner	Domain Name/Mark	Reg. No.	Issue Date
Flagship Food Group North America LLC		4693054	2/24/2015
Flagship Food Group North America LLC	T J FARMS SELECT	4750830	6/9/2015
Flagship Food Group North America LLC	GOOD FAITH	4358688	6/25/2013
Flagship Food Group North America LLC	TAKE IN...DON'T TAKE OUT	4580679	8/5/2014
Flagship Food Group North America LLC		4580680	8/5/2014
Flagship Food Group North America LLC	ALL AMERICAN SALSA	4472423	1/21/2014
Flagship Food Group North America LLC	505 SOUTHWESTERN	4947284	4/26/2016
Flagship Food Group North America LLC		4947283	4/26/2016
Flagship Food Group North America LLC	EXCELLINE	1931509	10/31/1995