

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423836

<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 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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86295101	LILLY B'S BEE HEALTHY	
<b>Serial Number:</b>	86612645	LILLY B'S	
<b>Serial Number:</b>	86612642	LILLY B'S BEE HEALTHY	
<b>Registration Number:</b>	4722328	THREE SIXTY PACKAGING	
<b>Registration Number:</b>	4722329	FLAGSHIP THREE SIXTY PACKAGING	
<b>Registration Number:</b>	4384973	FLAGSHIP	
<b>Registration Number:</b>	4388943	FLAGSHIP FOOD GROUP	
<b>Registration Number:</b>	4388944	FLAGSHIP LOGISTICS	
<b>Registration Number:</b>	4526390	FLAGSHIP FOOD GROUP	
<b>Registration Number:</b>	4438989	JOIN IN OUR PASSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>	4159540200		
<b>Email:</b>	trademark@squirepb.com		
<b>Correspondent Name:</b>	Allyson M. Madrid, Esq.		
<b>Address Line 1:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

CH \$265.00 86295101

<b>NAME OF SUBMITTER:</b>	Allyson M. Madrid, Esq.
<b>SIGNATURE:</b>	/Allyson M. Madrid/
<b>DATE SIGNED:</b>	04/14/2017
<b>Total Attachments: 3</b> source=Release of Trademark Security Interests (Flagship Food Group LLC) (2)#page1.tif source=Release of Trademark Security Interests (Flagship Food Group LLC) (2)#page2.tif source=Release of Trademark Security Interests (Flagship Food Group LLC) (2)#page3.tif	

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

WHEREAS, FLAGSHIP FOOD GROUP 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 0387 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 LLC		86/295101	5/29/2014
Flagship Food Group LLC	LILLY B'S	86/612645	4/28/2015
Flagship Food Group LLC		86/612642	4/28/2015

TRADEMARK REGISTRATIONS

<b>Owner</b>	<b>Mark</b>	<b>Reg.No.</b>	<b>Issue Date</b>
Flagship Food Group LLC	THREE SIXTY PACKAGING	4722328	4/21/2015
Flagship Food Group LLC	FLAGSHIP THREE SIXTY PACKAGING	4722329	4/21/2015
Flagship Food Group LLC		4384973	8/13/2013
Flagship Food Group LLC	FLAGSHIP FOOD GROUP	4388943	8/20/2013
Flagship Food Group LLC	FLAGSHIP LOGISTICS	4388944	8/20/2013
Flagship Food Group LLC	FLAGSHIP FOOD GROUP	4526390	5/6/2014
Flagship Food Group LLC	JOIN IN OUR PASSION	4438989	11/26/2013