

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEA Debt Management LP (f/k/a AEA Mezzanine Management LP), as Agent		05/08/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PPC Industries, Inc., as Grantor		
Street Address:	10101 78th Avenue		
City:	Pleasant Prairie		
State/Country:	WISCONSIN		
Postal Code:	53158		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4445213	KELPAC MEDICAL	
Serial Number:	85348122	KELPAC MEDICAL	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	astark@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Alexander Stark		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21367-006		
NAME OF SUBMITTER:	Alexander Stark		
SIGNATURE:	/Alexander Stark/		
DATE SIGNED:	05/09/2017		
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 May 8, 2017 ("Release"), is made by AEA Debt Management LP (f/k/a AEA Mezzanine Management LP), a Delaware limited partnership, as agent ("Agent") pursuant to the Second Lien Note Purchase Agreement dated as of November 4, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Note Purchase Agreement"), in favor of PPC Industries, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of November 4, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Agent, and others party thereto and the Trademark Security Agreement dated as of November 4, 2014 ("Trademark Security Agreement") by and among the Grantor and Agent, Grantor granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 25, 2014 at Reel 5408 Frame 0379.

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, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement, Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in Grantor's right, title and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Agent:

AEA DEBT MANAGEMENT LP (f/k/a AEA MEZZANINE
MANAGEMENT LP), as Agent

By: AEA Debt Management GP LLC, its general partner

By:

Name:  Joseph D. Carrabino, Jr.

Title: President and Managing Director

Schedule A

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
PFC Industries Inc.	KELFAC MEDICAL	U.S. Federal	85980527	June 16, 2011	4445213	December 3, 2013

2. TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction	Application No.	Application Date
PFC Industries Inc.	KELFAC MEDICAL	U.S. Federal	85348133	June 16, 2011