

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		05/15/2017	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Sugar Creek Packing Co.
<b>Street Address:</b>	495 Old Chillicothe Road SE
<b>Internal Address:</b>	Attn: Tom Bollinger
<b>City:</b>	Washington C.H.
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43160
<b>Entity Type:</b>	Corporation: OHIO

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3233397	BRONZE CLASSIC
Registration Number:	3071035	CORNFIELD
Registration Number:	1877773	
Registration Number:	1878759	OLD COURTHOUSE
Registration Number:	3101976	SUGAR CREEK
Registration Number:	3193439	SUGAR CREEK COLD STORAGE
Registration Number:	1922253	SUGAR CREEK'S
Registration Number:	3696752	SILVER CLASSIC
Registration Number:	3263268	REALLY COOL FOODS
Registration Number:	3333607	REALLY COOL FOODS
Registration Number:	3433078	SMALL BITES!
Registration Number:	4828157	SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SI
Registration Number:	4828132	SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SI
Registration Number:	4828158	SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SI
Registration Number:	4828135	SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SI
Serial Number:	86129327	BRANDWORTHY FOOD SOLUTIONS
Serial Number:	86316332	SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SI
Serial Number:	86316354	SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SI

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 6175236850*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:** 617-523-2700**Email:** susan.dinicola@hklaw.com,eric.reeves@hklaw.com**Correspondent Name:** Holland & Knight LLP**Address Line 1:** 10 St. James Avenue**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	05/16/2017
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**Total Attachments: 5**

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## **RELEASE OF PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Release of Patent, Trademark and Copyright Security Agreement ("Release") is made effective as of May 15, 2017 by PNC BANK, NATIONAL ASSOCIATION in its capacity as Agent for the Lenders (the "Administrative Agent"), to SUGAR CREEK PACKING CO., an Ohio corporation (collectively, the "Pledgor"), as follows:

WHEREAS, pursuant to that certain Credit Agreement (the "Credit Agreement"), dated as of June 30, 2011, the Pledgor granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, pursuant to the Credit Agreement, the Pledgor and Administrative Agent entered into a Patent, Trademark and Copyright Security Agreement, dated as of June 30, 2011, 2011 (the "Security Agreement"), pursuant to which the Pledgor granted to the Administrative Agent a continuing security interest in all right, title and interest of the Pledgor in, to and under certain of the Patents, Trademarks and Copyrights (as defined in the Security Agreement) listed on the attached Schedule A, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Security Agreement Collateral");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on July 5, 2011 at Reel 026610 / Frame 0287 (Patents) and at Reel 004589 / Frame 0478 (Trademarks), and on September 13, 2011 at Reel 004622 / Frame 0569 (Trademarks);

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement (the "Third Credit Agreement"), dated as of December 27, 2012, the Pledgor granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, pursuant to the Third Credit Agreement, the Pledgor and Administrative Agent entered into a First Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 27, 2012 (the "First Amended Security Agreement"), pursuant to which the Pledgor granted to the Administrative Agent a continuing security interest in all right, title and interest of the Pledgor in, to and under certain of the Patents, Trademarks and Copyrights (as defined in the First Amended Security Agreement) listed on the attached Schedule A, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "First Amended Security Agreement Collateral");

WHEREAS, the First Amended Security Agreement was recorded in the United States Patent and Trademark Office on April 9, 2013 at Reel 030183 / Frame 0107 (Patents) and at Reel 005001 / Frame 0800 (Trademarks);

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement (the "Fourth Credit Agreement"), dated as of August 28, 2014, the Pledgor granted to the Administrative Agent a security interest in intellectual property as security for loans and other obligations;

WHEREAS, pursuant to the Fourth Credit Agreement, the Pledgor and Administrative Agent entered into a Second Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of January 31, 2011 (the "Second Amended Security Agreement"), pursuant to which the Pledgor granted to the Administrative Agent a continuing security interest in all right, title and interest of the Pledgor in, to and under certain of the Patents, Trademarks and Copyrights (as defined in the Second Amended Security Agreement) listed on the attached Schedule A, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Second Amended Security Agreement Collateral");

WHEREAS, the Administrative Agent wishes to release its security interest in the Security Agreement Collateral, the First Amended Security Agreement Collateral, and the Second Amended Security Agreement Collateral (collectively, the "Collateral").

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

1. Release. The Administrative Agent hereby, without warranty as to status of title or priority of the encumbrances being hereby released, releases, discharges, terminates and cancels all right, title and interest in, to and under the Collateral, including, without limitation, any security interest it may have in the Collateral and the goodwill of the business connected with the use of, and symbolized by, the Collateral, and retransfers and reassigns any and all right, title, and interest it may have in the foregoing without recourse solely as to the Pledgor.

2. Termination. The Administrative Agent, without any recourse, statement, representation and warranty, promise or undertaking whatsoever, hereby terminates and cancels the Security Agreement as to this Collateral. For the avoidance of doubt, the Administrative Agent does not terminate or cancel the Security Agreement as to any other Collateral.

3. Further Assurances. At the request and expense of the Pledgor, the Administrative Agent hereby agrees to perform all other and further acts, and provide to the Pledgor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor to retransfer and reassign any and all right, title and interest it may have in the Collateral without recourse to the Pledgor.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer.

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent for the Lenders

By: 

Name: John Ataman

Title: Senior Vice President

**Schedule A**

**PATENTS**

<b>Title</b>	<b>Serial No./ Filing Date</b>	<b>Patent No./ Issue Date</b>
PROCESS FOR PREPARING A BACON PRODUCT	07/729,792	5,132,126 07/21/1992
PROCESS FOR PREPARING A BACON PRODUCT	07/834,869	5,520,944 05/28/1996

**US TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Filing Date</b>
BRONZE CLASSIC	3,233,397	6/27/2006
CORNFIELD	3,071,035	3/31/2005
MISCELLANEOUS DESIGN (Tree Logo)	1,877,773	1/28/1994
OLD COURTHOUSE	1,878,759	1/28/1994
SUGAR CREEK	3,101,976	8/20/2004
SUGAR CREEK COLD STORAGE	3,193,439	2/23/2006
SUGAR CREEK'S	1,922,253	1/28/1994
SILVER CLASSIC	3,696,752	7/2/2008
REALLY COOL FOODS	3,263,268	7/27/2005
REALLY COOL FOODS	3,333,607	7/5/2007
SMALL BITES!	3,433,078	3/20/2006
SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SINCE 1996 LEFT TREE COLOR DESIGN	4,828,157	6/20/2014

SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SINCE 1996 LEFT TREE DESIGN	4,828,132	6/13/2014
SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SINCE 1996 LEFT TREE COLOR DESIGN	4,828,158	6/20/2014
SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SINCE 1996 LEFT TREE DESIGN	4,828,135	6/16/2014

US TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
BRANDWORTHY FOOD SOLUTIONS	86/129,327	11/26/2013
SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SINCE 1996 LEFT TREE RED DESIGN	86/316,332	6/20/2014
SUGARCREEK BRANDWORTHY FOOD SOLUTIONS SINCE 1996 LEFT TREE RED DESIGN	86/316,354	6/20/2014

OHIO TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Registration No.</b>	<b>Filing Date</b>
SUGAR CREEK FOODS	2,134,987	9/10/2012
SUGAR CREEK COLD STORAGE	1,360,745	1/6/2003