

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM431439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/22/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bay Valley Foods, LLC		
Street Address:	2021 Spring Road		
Internal Address:	Suite 600		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4492623	CHEF'S ESSENCE	
Registration Number:	3400163	LOTSAS' NOODLES	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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>			
Phone:	804-788-8331		
Email:	HWRTM@HUNTON.COM		
Correspondent Name:	Stephen P. Demm, Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	81159.000017		
NAME OF SUBMITTER:	Stephen P. Demm		
SIGNATURE:	/Stephen P. Demm/		
DATE SIGNED:	06/15/2017		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated effective as of May 22, 2017, is made by **Bank of America, N.A.**, with offices located at One Independence Center, 101 N. Tryon Street, Charlotte, North Carolina 28202 as Administrative Agent (the "Secured Party"), with respect to the security interest granted to it by **Bay Valley Foods, LLC** (the "Grantor"), a Delaware limited liability company with its chief executive office located at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523, in the Trademark Collateral (defined below). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (defined below).

WITNESSETH

WHEREAS, reference is made to that certain Security Agreement, dated as of February 1, 2016 (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement") among the Secured Party, the Grantor and the other grantors named therein;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, among others, entered into that certain Trademark Security Agreement, dated as of February 1, 2016 (as it may be from time to time amended, restated, modified or supplemented, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Secured Party, for the ratable benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in, to and under all of the Grantor's Trademarks (as defined in the Trademark Security Agreement), including the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on February 1, 2016 on Reel/Frame Nos. 5720/0717;

WHEREAS, pursuant to that certain Officer's Certificate dated as of the date hereof, (the "Certificate"), the Borrower certified to the Secured Party that the Grantor and Protenergy Natural Foods Corp., a corporation incorporated under the laws of Ontario, Canada, are selling certain specified assets and property, including the Trademark Collateral, to Riverbend Foods LLC, a Delaware limited liability in a disposition of assets permitted pursuant to Section 7.05(n) of the Credit Agreement (such sale, the "Disposition"); and

WHEREAS, the Secured Party, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to release and discharge fully its security interest solely in the Trademark Collateral in accordance with the last sentence of Section 7.05 of the Credit Agreement and as authorized pursuant to Section 9.10 of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Definitions

a. “Trademark Collateral” means the trademarks and registrations identified in Schedule A hereto, and the goodwill associated therewith.

2. Release of Security Interest

The Secured Party hereby releases and discharges fully, without representation, warranty or recourse, its continuing security interest in any and all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (the “Released Collateral”).

3. Recordation

Secured Party authorizes the recordation of this Release with the U.S. Patent and Trademark Office to place on record the release of the security interest in the Released Collateral by Secured Party or any person authorized or designated by Secured Party.

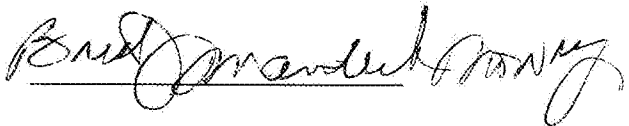
4. Miscellaneous

This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. The Secured Party continues to maintain, without interruption or impairment, its security interest in all of the Grantor’s right, title and interest in, to and under all Collateral other than the Released Collateral. The provisions of the Security Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Secured Party has executed this Release as of the date first set forth above.

Bank of America, N.A., as Secured Party

By: 

Name: Bridgett J. Manduk Mowry

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	Country	Registration No.
CHEF'S ESSENCE	U.S.	4,492,623
LOTSA' NOODLES	U.S.	3,400,163