

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		07/18/2017	National Banking Association:

RECEIVING PARTY DATA

Name:	SOVOS BRANDS INTERMEDIATE, INC.
Street Address:	200 MICHAEL ANGELO WAY
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78728
Entity Type:	Corporation: DELAWARE
Name:	BOTTOM LINE FOOD PROCESSORS, INC.
Street Address:	200 MICHAEL ANGELO WAY
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78728
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2060382	MICHAEL ANGELO'S
Registration Number:	1668677	MICHAEL ANGELO'S
Registration Number:	1673054	MICHAEL ANGELO'S
Registration Number:	2519760	THE ART OF ITALIAN CUISINE
Registration Number:	2725489	MICHAEL ANGELO'S MINI'S
Registration Number:	2692831	MICHAEL ANGELO'S
Registration Number:	2826937	MICHAEL ANGELO'S
Registration Number:	2956659	MICHAEL ANGELO'S
Registration Number:	3195921	
Registration Number:	3200707	
Registration Number:	3195920	
Registration Number:	3306554	
Registration Number:	3418356	UNCLE GIUSEPPE'S

CH \$590.00 2060382

Property Type	Number	Word Mark
Registration Number:	3938437	SO UNBELIEVABLY GOOD YOU WON'T BELIEVE I
Registration Number:	4248245	UNCOMPROMISINGLY ITALIAN
Registration Number:	4082376	THE WAY WE'VE ALWAYS DONE IT
Registration Number:	4047192	ITALIAN NATURAL CUISINE
Registration Number:	4162571	SMALL BATCH FROM SCRATCH
Registration Number:	4352726	MICHAEL ANGELO'S
Registration Number:	4653514	MICHAEL ANGELO'S
Serial Number:	85863450	MICHAEL ANGELO'S
Serial Number:	87297373	SOVOS
Serial Number:	87127908	THE WHEAT YOU CAN EAT

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 2165867021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 741887-600088

NAME OF SUBMITTER: DANIEL PULJIC

SIGNATURE: /Daniel Puljic/

DATE SIGNED: 07/18/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 18, 2017 (the "Effective Date") by Citizens Bank, N.A. ("Grantee"), in favor of Sovos Brands Intermediate, Inc., a Delaware corporation ("Sovos Intermediate"), and Bottom Line Food Processors, Inc., a Delaware corporation ("Bottom Line") and, together with Sovos Intermediate, each individually, a "Grantor" and collectively, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Grant of a Security Interest -- Trademarks, by and among the Grantors and Grantee, dated January 31, 2017 (the "Trademark Security Agreement"), each Grantor has pledged and assigned to Grantee and granted to Grantee for the benefit of the Secured Parties, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the Trademarks (as defined in the Trademark Security Agreement) and the applications and registrations thereof, including, without limitation, the United States trademarks and service marks set forth on Schedule A attached hereto, 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 "Collateral") to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Grantors and the Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement, by and among the Grantors, the other grantors party thereto and the Grantee, as administrative agent, dated January 31, 2017 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 31, 2017 at Reel 5977, Frame 0498; and

WHEREAS, each Grantor has satisfied and paid in full all of the Secured Obligations secured by the Collateral.

WHEREAS, the Grantee therefore desires to release, terminate and discharge its security interest in, to or under the Collateral and grant all of its right, title and interest in the Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and Grantor hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. Each Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases to the Grantor the Grantee's continuing security interest in, to or under the Collateral, including, without limitation, the United States trademarks and service marks set forth on Schedule A attached hereto.

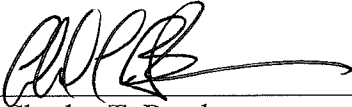
3. Grantee shall, at the Grantors' sole expense, take all further actions, and provide to each Grantor, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor to more fully and effectively effectuate the purposes of this Release.

4. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITIZENS BANK, N.A.

By: 
Name: Charles T. Bender
Title: Vice President

SCHEDULE A TO RELEASE





Trademark Registrations and Applications

See attached.

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

TRADEMARKS

Trademark	Registration No.	Registered Owner
MICHAEL ANGELO'S	2,060,382	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	1,668,677	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	1,673,054	Bottom Line Food Processors, Inc.
THE ART OF ITALIAN CUISINE	2,519,760	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S MINIS	2,725,489	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,692,831	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,826,937	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,956,659	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,195,921	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,200,707	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,195,920	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,306,554	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
<i>Uncle Giuseppe's</i>	3,418,356	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.

SO UNBELIEVEABLY GOOD YOU WON'T BELIEVE IT CAME FROM THE FREEZER	3,938,437	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
UNCOMPRISINGLY ITALIAN	4,248,245	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
THE WAY WE'VE ALWAYS DONE IT	4,082,376	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
ITALIAN NATURAL CUISINE	4,047,192	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
SMALL BATCH FROM SCRATCH	4,162,571	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	4,352,726	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	4,653,514	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.

TRADEMARK APPLICATIONS

Trademark	Application No.	Applicant
MICHAEL ANGELO'S	85/863,450	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
SOVOS	87297373	Sovos Brands Intermediate, Inc.
THE WHEAT YOU CAN EAT	87127908	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.