

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435855

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|---|-------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BNP PARIBAS, as collateral agent | | 07/19/2017 | Limited Liability Banking Company: FRANCE |
| RECEIVING PARTY DATA | | | |
| Name: | MARLEN INTERNATIONAL, INC. | | |
| Street Address: | 9202 BARTON STREET | | |
| City: | OVERLAND PARK | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66214 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2107564 | OPTI | |
| Registration Number: | 1549832 | VARI-KUT | |
| Registration Number: | 3907046 | MARLEN | |
| Registration Number: | 3876597 | CARRUTHERS | |
| Registration Number: | 3755053 | SMART BALANCE | |
| 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> | | | |
| Phone: | 212-294-2684 | | |
| Email: | trademarkny@winston.com | | |
| Correspondent Name: | Amanjot Kaur | | |
| Address Line 1: | 200 Park Avenue | | |
| Address Line 2: | Winston & Strawn LLP | | |
| Address Line 4: | New York, NEW YORK 10166 | | |
| ATTORNEY DOCKET NUMBER: | 86700.66 | | |
| NAME OF SUBMITTER: | Amanjot Kaur | | |
| SIGNATURE: | /Amanjot Kaur by trademarkny/ | | |

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| DATE SIGNED: | 07/19/2017 |
| Total Attachments: 4 source=Duravant - 1L Release of Trademarks (Marlen)#page1.tif source=Duravant - 1L Release of Trademarks (Marlen)#page2.tif source=Duravant - 1L Release of Trademarks (Marlen)#page3.tif source=Duravant - 1L Release of Trademarks (Marlen)#page4.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") dated as of July 19, 2017, is granted by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in that certain First Lien Credit and Guaranty Agreement, dated as of June 17, 2015) (such agent, the "Collateral Agent"), in favor of **MARLEN INTERNATIONAL, INC.** (the "Grantor"), with respect to the Trademark Collateral (as defined in the Trademark Security Agreement).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain First Lien Pledge and Security Agreement, dated as of June 17, 2015, by and among Grantor, each of the other grantors party thereto, Collateral Agent and the other Secured Parties (the "Pledge and Security Agreement") and (ii) that certain First Lien Trademark Security Agreement, dated as of June 17, 2015, by and between Grantor and Collateral Agent (the "Trademark Security Agreement"), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the trademark registrations and applications identified on Schedule 1 attached hereto (the "Trademark Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on June 17, 2015 at Reel 5555, Frame 0261;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby absolutely, unconditionally and irrevocably (a) terminates the Trademark Security Agreement and any other agreement under which the Grantor has granted such parties a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to or under the Trademark Collateral and (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety (including, without limitation, the trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto and (c) terminates all of Collateral Agent's and the Secured Parties' right, title and interest in, to and under such Trademark Collateral.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes and requests the United States Patent and Trademark Office and any other applicable governmental authority to record this Release against the Trademark Collateral.
3. The Collateral Agent, on behalf of itself and the Secured Parties, represents and warrants that it has full authority to execute and deliver this Release.
4. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

5. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

6. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Release shall be binding upon the Collateral Agent's and the Secured Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 

Name:

Keith Murray

Title:

Managing Director

By: 

Name:

Stephanie Haski

Title:

Vice President

Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Title | Filing Date/Issued Date | Application/ Registration No. |
|---------------|--------------------------------|--------------------------------------|
| OPTI | 21-Oct-97 | 2,107,564 |
| VARI-KUT | 01-Aug-89 | 1,549,832 |
| MARLEN | 18-Jan-11 | 3,907,046 |
| CARRUTHERS | 16 -Nov-10 | 3,876,597 |
| SMART BALANCE | 02-Mar-10 | 3,755,053 |