

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439988

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		08/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BAKEMARK HOLDINGS, INC.
Street Address:	7351 CRIDER AVENUE
City:	PICO RIVERA
State/Country:	CALIFORNIA
Postal Code:	90660
Entity Type:	Corporation: DELAWARE
Name:	BAKEMARK USA LLC
Street Address:	7351 CRIDER AVENUE
City:	PICO RIVERA
State/Country:	CALIFORNIA
Postal Code:	90660
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	4066033	BAKEMARK FINEST QUALITY GUARANTEED
Registration Number:	4151006	C'EST VIVANT
Registration Number:	4147420	C'EST VIVANT
Registration Number:	4150939	
Registration Number:	4150938	SPRINKELINA
Registration Number:	4223443	BAKERY MARKETING ALLIANCE
Registration Number:	4016449	BAKESENSE
Registration Number:	4194887	BMA
Registration Number:	2684341	KNOXBRIDGE MILLS
Registration Number:	2927655	BAKEMARK
Registration Number:	2506682	
Registration Number:	2566095	TEAM FREEZE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2574421	TEAM ALL PURPOSE
Registration Number:	2564995	BAKEMARK
Registration Number:	2525851	TRIGAL DORADO
Registration Number:	2553489	TRIGAL DORADO
Registration Number:	2416378	BAKEMARK FINEST QUALITY GUARANTEED
Registration Number:	2416253	BAKEMARK
Registration Number:	4298312	LADY ELLEN
Registration Number:	4295817	
Registration Number:	4295816	
Registration Number:	4305372	
Registration Number:	4305371	BAKEQWIK
Registration Number:	4305370	SNOPRINCE FLOUR GETS ROYAL RESULTS SP
Registration Number:	4270084	NATIONAL DONUT DAY
Registration Number:	3428774	TRIGAL DORADO
Registration Number:	3552139	AUTHENTIC TASTE. WE DELIVER.
Registration Number:	3774602	TEAM FRESH
Registration Number:	3774590	TEAM SOFT
Registration Number:	3774589	TEAM TKO
Registration Number:	3785988	SWEET'N SHINE
Registration Number:	3689033	FLAKTEX
Registration Number:	3651036	STEEPLECHASE
Registration Number:	3626930	AGUILA
Registration Number:	3642860	ARMSTRONG
Registration Number:	3626924	AGUILA
Registration Number:	3553831	BEARS BRAND
Registration Number:	3534697	BAKEQWIK
Registration Number:	3532956	POULSBO
Registration Number:	3465212	PUD'N CRÈME
Registration Number:	3771969	BAKESENSE
Registration Number:	3382499	LADY ELLEN
Registration Number:	3399046	SNOPRINCE
Registration Number:	3395428	SPRINGWELL
Registration Number:	2274565	SQUEEZE N' FILL
Registration Number:	2213031	FRUIT-O
Registration Number:	2011099	TWICE-AS-MOIST
Registration Number:	1879937	WESTCO
Registration Number:	1880766	WESTCO
Registration Number:	1857815	SUP-R-ROLL

Property Type	Number	Word Mark
Registration Number:	2187010	MASTER MIX
Registration Number:	1872648	WESTCO
Registration Number:	1853747	MAC MIX
Registration Number:	1845792	PUD'N-CREAM CAKE MIX
Registration Number:	1830489	PRIDE OF DENMARK
Registration Number:	1830488	RELIANCE
Registration Number:	1789540	SERIO & SONS
Registration Number:	1522013	
Registration Number:	1447795	THOROBREAD
Registration Number:	1447794	STALLION
Serial Number:	85361040	SOURTOP
Registration Number:	4362243	NATIONAL DONUTDAY
Registration Number:	4337614	BAKIN N ROCKIN
Registration Number:	4337613	PULSE OF BAKING
Registration Number:	4327289	BAKERS ROW
Registration Number:	4382818	BAKESENSE SENSIBLE BAKING SOLUTIONS.
Registration Number:	4382816	SUPERFINE VANCENTRATE
Registration Number:	4553497	PREFERRED CREME CAKE MIX
Registration Number:	4523224	TWINKLE PEARLS
Serial Number:	85875056	ORGANIC
Serial Number:	85875030	SUSTAINABLE
Registration Number:	4503038	BAKE BETTER
Registration Number:	4503035	BAKE BETTER

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARC ELZWEIG

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 35613/55

NAME OF SUBMITTER: MARC ELZWEIG

SIGNATURE: /MARC ELZWEIG/

DATE SIGNED: 08/21/2017

Total Attachments: 7

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PARTIAL RELEASE OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This PARTIAL RELEASE OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Release*”) is made as of August 14, 2017 by MORGAN STANLEY SENIOR FUNDING, INC., acting through one of more of its branches or any Affiliate thereof, as collateral trustee (in such capacity, the “*Collateral Trustee*”) for the Secured Parties (as defined in the First Lien Term Loan Credit Agreement referred to below), in favor of BAKEMARK HOLDINGS, INC. and BAKEMARK USA LLC (each a “*Grantor*” and collectively the “*Grantors*”).

WHEREAS, the Grantors have entered into that certain First Lien Term Loan Credit Agreement, dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Term Loan Credit Agreement*”), with Holdings, Parent, the other Subsidiary Loan Parties party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Bank International, Ltd., as Supplemental Collateral Trustee, the Collateral Trustee and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders and the entry into Secured Hedge Agreements by the Hedge Banks and the Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Term Loan Collateral Agreement, dated as of July 3, 2013, by and among the Grantors, the Administrative Agent and the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Term Loan Security Agreement*”);

WHEREAS, under the terms of the First Lien Term Loan Security Agreement, the Grantors have granted to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and as a condition thereof have executed that certain First Lien Term Loan Intellectual Property Security Agreement, dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Term Loan IP Security Agreement*”) for recording with the United States Patent and Trademark Office;

WHEREAS, the First Lien Term Loan IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on July 8, 2013 at Reel 030763, Frame 0921, and with the Trademark Division of the United States Patent and Trademark Office on July 8, 2013 at Reel 5064, Frame 0605; and

WHEREAS, in accordance with the provisions of the First Lien Term Loan Credit Agreement, the First Lien Term Loan Security Agreement and the First Lien Term Loan IP Security Agreement, the Collateral Trustee, on behalf of itself and the Secured Parties, now desires to terminate and release its security interest in and to the Additional Collateral (as defined in the First Lien Term Loan IP Security Agreement) with respect to the Grantors (as defined herein).

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

SECTION 1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the First Lien Term Loan Credit Agreement or the First Lien Term Loan IP Security Agreement.

SECTION 2. Release of Grant of Security. The Collateral Trustee, on behalf of itself and the Secured Parties, hereby (i) terminates the First Lien Term Loan IP Security Agreement with respect to the Grantors (as defined herein), and (ii) terminates, releases and discharges to the Grantors all of the Collateral Trustee's and the Secured Parties' security interest in all of the Grantors' right, title and interest in and to, and reassigns to the Grantors any right, title and interest the Collateral Trustee or any Secured Party may have in or to, the Additional Collateral with respect to the Grantors (as defined herein), including, without limitation, the following:

- (i) all patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) all trademark and service mark registrations and applications set forth in Schedule B hereto (including any United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act), together, in each case, with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) all copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any of the foregoing.

SECTION 3. Effect of Release. For the avoidance of any doubt, the release hereunder is limited only and solely to the Grantors (as defined herein), and shall not apply in any respect to any other parties to the First Lien Term Loan IP Security Agreement. The Collateral Trustee reserves and retains its security interest (and any other right, title or interest) in and to all intellectual property of such other parties, which security interest remains uninterrupted and undisturbed. Except as expressly modified by this Release, the First Lien Term Loan IP Security Agreement remains and shall remain in full force and effect.

SECTION 4. Recordation. The Collateral Trustee authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be duly executed and delivered, on behalf of itself and the Secured Parties, by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY SENIOR FUNDING,
INC.
as Collateral Trustee

By: 

Name: Lisa Hanson
Title: Vice President

Schedule A: Patents

None.

Schedule B: Trademarks

Record Owner	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
BakeMark USA LLC	BAKEMARK FINEST QUALITY GUARANTEED & DESIGN	4066033	December 6, 2011
BakeMark USA LLC	CEST VIVANT & DESIGN	4151006	May 29, 2012
BakeMark USA LLC	CEST VIVANT	4147420	May 22, 2012
BakeMark USA LLC	DESIGN	4150939	May 29, 2012
BakeMark USA LLC	SPRINKELINA	4150938	May 29, 2012
BakeMark USA LLC	BAKERY MARKETING ALLIANCE	4223443	October 9, 2012
BakeMark USA LLC	BAKESENSE	4016449	August 23, 2011
BakeMark USA LLC	BMA	4194887	August 21, 2012
BakeMark USA LLC	KNOXBRIDGE MILLS	2684341	February 4, 2003
BakeMark USA LLC	BAKEMARK & DESIGN	2927655	February 22, 2005
BakeMark USA LLC	CHEF IN HAT DESIGN ONLY	2506682	November 13, 2001
BakeMark USA LLC	TEAM FREEZE	2566095	April 30, 2002
BakeMark USA LLC	TEAM ALL PURPOSE	2574421	May 28, 2002
BakeMark USA LLC	BAKEMARK	2564995	April 30, 2002
BakeMark USA LLC	TRIGAL DORADO	2525851	January 1, 2002
BakeMark USA LLC	TRIGAL DORADO	2553489	March 26, 2002
BakeMark USA LLC	BAKEMARK FINEST QUALITY GUARANTEED & DESIGN	2416378	December 26, 2000
BakeMark USA LLC	BAKEMARK	2416253	December 26, 2000
BakeMark USA LLC	LADY ELLEN & DESIGN	4298312	March 5, 2013
BakeMark USA LLC	STEEPLECHASE DESIGN	4295817	February 26, 2013
BakeMark USA LLC	SPRINGWELL DESIGN	4295816	February 26, 2013
BakeMark USA LLC	THOROBREAD DESIGN	4305372	March 19, 2013
BakeMark USA LLC	BAKEQWIK & DESIGN	4305371	March 19, 2013
BakeMark USA LLC	SNOPRINCE FLOUR GETS ROYAL RESULTS SP	4305370	March 19, 2013
BakeMark USA LLC	NATIONAL DONUT DAY	4270084	January 1, 2013
BakeMark USA LLC	TRIGAL DORADO AND DESIGN	3428774	May 13, 2008
BakeMark USA LLC	AUTHENTIC TASTE. WE DELIVER	3552139	December 23, 2008
BakeMark USA LLC	TEAM FRESH	3774602	April 13, 2010
BakeMark USA LLC	TEAM SOFT	3774590	April 13, 2010
BakeMark USA LLC	TEAM TKO	3774589	April 13, 2010
BakeMark USA LLC	SWEET'N SHINE	3785988	May 4, 2010
BakeMark USA LLC	FLAKTEX	3689033	September 29, 2009
BakeMark USA LLC	STEEPLECHASE	3651036	July 7, 2009
BakeMark USA LLC	AGUILA & DESIGN	3626930	May 26, 2009
BakeMark USA LLC	ARMSTRONG	3642860	June 23, 2009
BakeMark USA LLC	AGUILA	3626924	May 26, 2009
BakeMark USA LLC	BEARS BRAND & DESIGN	3553831	December 30, 2008
BakeMark USA LLC	BAKEQWIK	3534697	November 18, 2008
BakeMark USA LLC	POULSBO	3532956	November 18, 2008
BakeMark USA LLC	PUD'N CREME	3465212	July 15, 2008
BakeMark USA LLC	BAKESENSE	3771969	April 6, 2010
BakeMark USA LLC	LADY ELLEN	3382499	February 12, 2008
BakeMark USA LLC	SNOPRINCE	3399046	March 18, 2008
BakeMark USA LLC	SPRINGWELL	3395428	March 11, 2008
BakeMark USA LLC	SQUEEZE N'FILL	2274565	August 31, 1999
BakeMark USA LLC	FRUIT-O	2213031	December 22, 1998
BakeMark USA LLC	TWICE-AS-MOIST	2011099	October 22, 1996
BakeMark USA LLC	WESTCO AND DESIGN	1879937	February 21, 1995
BakeMark USA LLC	WESTCO AND DESIGN	1880766	February 28, 1995
BakeMark USA LLC	SUP-R-ROLL	1857815	October 11, 1994

Record Owner	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
BakeMark USA LLC	MASTER MIX	2187010	September 8, 1998
BakeMark USA LLC	WESTCO	1872648	January 10, 1995
BakeMark USA LLC	MAC MIX	1853747	September 13, 1994
BakeMark USA LLC	PUD'N-CREAM CAKE MIX	1845792	July 19, 1994
BakeMark USA LLC	PRIDE OF DENMARK	1830489	April 12, 1994
BakeMark USA LLC	RELIANCE	1830488	April 12, 1994
BakeMark USA LLC	SERIO & SONS AND DESIGN	1789540	August 24, 1993
BakeMark USA LLC	THOROBREAD DESIGN	1522013	January 24, 1989
BakeMark USA LLC	THOROBREAD	1447795	July 14, 1987
BakeMark USA LLC	STALLION	1447794	July 14, 1987
BakeMark USA LLC	SOURTOP	(85361040)	(June 30, 2011)
BakeMark USA LLC	NATIONAL DONUTDAY! & DESIGN	4362243	July 2, 2013
BakeMark USA LLC	BAKIN N ROCKIN	4337614	May 21, 2013
BakeMark USA LLC	PULSE OF BAKING	4337613	May 21, 2013
BakeMark USA LLC	BAKERS ROW	4327289	April 30, 2013
BakeMark USA LLC	BAKESENSE SENSIBLE BAKING SOLUTIONS AND DESIGN	4382818	August 13, 2013
BakeMark USA LLC	SUPERFINE VANCENTRATE	4382816	August 13, 2013
BakeMark USA LLC	PREFERRED CREME CAKE MIX	4553497	June 17, 2014
BakeMark USA LLC	TWINKLE PEARLS	4523224	April 29, 2014
BakeMark USA LLC	ORGANIC	(85875056)	(March 13, 2013)
BakeMark USA LLC	SUSTAINABLE	(85875030)	(March 13, 2013)
BakeMark USA LLC	BAKE BETTER & DESIGN	4503038	March 25, 2014
BakeMark USA LLC	BAKE BETTER	4503035	March 25, 2014

Schedule C: Copyrights

None.