

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		08/12/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	TALL TREE FOODS HOLDINGS, INC.		
Street Address:	2030 NORTH LOOP WEST, SUITE 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77018		
Entity Type:	Corporation: DELAWARE		
Name:	Carlton Foods Corp.		
Street Address:	1033 SKOKIE BOULEVARD, SUITE 600		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Corporation: DELAWARE		
Name:	TALL TREE FOODS, INC.		
Street Address:	2030 NORTH LOOP WEST, SUITE 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77018		
Entity Type:	Corporation: DELAWARE		
Name:	RICHARDS CAJUN FOODS CORP.		
Street Address:	1033 SKOKIE BOULEVARD, SUITE 600		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Corporation: DELAWARE		
Name:	PREFCO CORP.		
Street Address:	1033 SKOKIE BOULEVARD, SUITE 600		
City:	Northbrook		
State/Country:	ILLINOIS		

OP \$740.00 86864536

TRADEMARK

Postal Code:	60062
Entity Type:	Corporation: DELAWARE
Name:	CARLTON FOOD PRODUCTS LLC,
Street Address:	1033 SKOKIE BOULEVARD, SUITE 600
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	Corporation: DELAWARE
Name:	CARLTON FOOD PRODUCTS, LP
Street Address:	2030 NORTH LOOP WEST, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77018
Entity Type:	Corporation: TEXAS
Name:	BLUE RIBBON FOODS LLC
Street Address:	1033 SKOKIE BOULEVARD, SUITE 600
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	Corporation: DELAWARE
Name:	BLUE RIBBON, LP
Street Address:	2030 NORTH LOOP WEST, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77018
Entity Type:	Corporation: TEXAS
Name:	KSC FOODS, INC.,
Street Address:	207 E. LINCOLN AVENUE
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53207
Entity Type:	Corporation: DELAWARE
Name:	KLEMENT SAUSAGE CO., INC.
Street Address:	207 E LINCOLN AVE
City:	MILWAUKEE
State/Country:	ILLINOIS
Postal Code:	53207
Entity Type:	Corporation: WISCONSIN
Name:	KSC FOODS, LLC

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REEL: 006167 FRAME: 0494

Street Address:	207 E. LINCOLN AVENUE
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53207
Entity Type:	Corporation: DELAWARE
Name:	KLEMENT COMPANY LIMITED PARTNERSHIP
Street Address:	207 E. LINCOLN AVE.
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53207
Entity Type:	Corporation: WISCONSIN
Name:	JANUARY FOODS CORP.
Street Address:	5851 SOUTH 194TH STREET
City:	KENT
State/Country:	WASHINGTON
Postal Code:	98032
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	86864536	FIT LIFESTYLE
Serial Number:	86453333	#LINKUP
Serial Number:	86864546	BACKYARD SELECTS
Serial Number:	86864540	FOUNDER'S SELECT
Serial Number:	86870966	OFF THE GRILL
Serial Number:	86870972	OFF THE GRILL
Registration Number:	1023856	WURST NEW BRAUNFELS
Registration Number:	2007809	SNACKWURST
Registration Number:	4584908	TEJANO GOLD FINEST QUALITY
Registration Number:	1142727	KLEMENTSKLEMENT'S
Registration Number:	3684763	BACKYARD BRATWURST
Registration Number:	4994088	EUROPEAN TRADITIONS
Registration Number:	4933454	SAUSAGE THAT LINKS PEOPLE TOGETHER
Registration Number:	2459977	BLUE RIBBON BRAND TEXAS TRADITIONS
Registration Number:	2064470	BLUE RIBBON BRAND
Registration Number:	4082802	BLUE RIBBON BRAND SINCE 1946
Registration Number:	3913354	TEXAS TRADITIONS
Registration Number:	4079537	TEXAS TRADITIONS BLUE RIBBON BRAND PURVE
Registration Number:	2145625	BUM'S FAVORITE! BUM PHILLIPS

Property Type	Number	Word Mark
Registration Number:	4062982	BUM'S FAVORITE BUM PHILLIPS
Registration Number:	2086928	BUM'S FINEST
Registration Number:	4755013	RICHARD'S
Registration Number:	2349075	RICHARD'S CAJUN FAVORITES
Registration Number:	2500652	RICHARD'S CAJUN STYLE
Registration Number:	4743430	RICHARD'S CAJUN FAVORITES
Registration Number:	4947103	C'EST SI BON
Registration Number:	4743719	KRAZY CAJUN
Registration Number:	4753601	ANDOUILLE PEPITES
Registration Number:	4856831	FIRST CHOICE OF CAJUN COUNTRY

CORRESPONDENCE DATA

Fax Number:

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: 3033223400

Email: smarshall@ckbrlaw.com

Correspondent Name: Skylar Marshall

Address Line 1: 270 Saint Paul Street, Suite 300

Address Line 4: Denver, COLORADO 80206

NAME OF SUBMITTER:	Skylar D. Marshall
SIGNATURE:	/Skylar D. Marshall/
DATE SIGNED:	10/02/2017

Total Attachments: 6
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of September 29, 2017 and granted by **FIFTH THIRD BANK (the “Collateral Agent”)**, as administrative agent and collateral agent for the secured parties (the “**Secured Parties**”) under the agreement listed on Exhibit A attached hereto (collectively the “**IP Security Agreement**”), in favor of each of TALL TREE FOODS HOLDINGS, INC., a Delaware corporation (as “**Holdings**”), and TALL TREE FOODS, INC., a Delaware corporation, RICHARDS CAJUN FOODS CORP., a Delaware corporation, CARLTON FOODS CORP., a Delaware corporation, PREFCO CORP., a Delaware corporation, CARLTON FOOD PRODUCTS LLC, a Delaware limited liability company, CARLTON FOOD PRODUCTS, LP, a Texas limited partnership, BLUE RIBBON FOODS LLC, a Delaware limited liability company, BLUE RIBBON, LP, a Texas limited partnership, KSC FOODS, INC., a Delaware corporation, KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, KSC FOODS, LLC, a Delaware limited liability company, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership, JANUARY FOODS CORP., a Delaware corporation (each a “**Grantor**,” and collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to the IP Security Agreement, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS the IP Security Agreement was recorded in the United States Patent and Trademark Office on November 15, 2016, at Reel 005929 Frame 0207.

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to terminate the IP Security Agreement and to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreement.

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

1 Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) all patents, including, without limitation, those referred to on Exhibit A hereto, and all reissues, divisionals, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all trademarks, including, without limitation, those referred to on Exhibit A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(c) all copyrights, including, without limitation, those referred to on Exhibit A hereto, and all extensions, reversions and renewals thereof (“**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, liabilities and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]







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

FIFTH THIRD BANK

By: *Marc*
Name: *Marc A Kelly*
Its: *VP*

EXHIBIT A

1. Grant of Security Interest in Patents, Trademarks, Service Marks and Copyrights dated as of August 12, 2016 by Grantor in favor of Collateral Agent, as amended by that certain Trademark and Service Mark Assignment recorded with the U.S. Patent and Trademark Office on November 15, 2016 at Reel/Frame 005929/0207.

	Legal Name of Owner	Trademark Registration/Applicat ion No.	Reproduction of Trademark
	Carlton Foods Corp.	1,023,856	
	Carlton Foods Corp.	2,007,809	SNACKWURST
	Carlton Food Products, LP	4,584,908	
	Klement Sausage Co., Inc.	1,142,727	
	Klement Sausage Co., Inc.	3,684,763	BACKYARD BRATWURST
	Klement Sausage Co., Inc.	4,994,088	EUROPEAN TRADITIONS
	Klement Sausage Co., Inc.	4,933,454	SAUSAGE THAT LINKS PEOPLE TOGETHER
	Prefco Corp.	2,459,977	BLUE RIBBON BRAND TEXAS TRADITIONS
	Prefco Corp.	2,064,470	
	Prefco Corp.	4,082,802	
	Prefco Corp.	3,913,354	TEXAS TRADITIONS
	Prefco Corp.	4,079,537	

	Prefco Corp.	2,145,625	
	Prefco Corp.	4,062,982	
	Prefco Corp.	2,086,928	
	Richards Cajun Foods Corp.	4,755,013	
	Richards Cajun Foods Corp.	2,349,075	RICHARD'S CAJUN FAVORITES
	Richards Cajun Foods Corp.	2,500,652	RICHARD'S CAJUN STYLE
	Richards Cajun Foods Corp.	4,743,430	
	Richards Cajun Foods Corp.	4,947,103	C'EST SI BON
	Richards Cajun Foods Corp.	4,743,719	KRAZY CAJUN
	Richards Cajun Foods Corp.	4,753,601	ANDOUILLE PEPITES
	Richards Cajun Foods Corp.	4,856,831	FIRST CHOICE OF CAJUN COUNTRY
	Klement Sausage Co., Inc.	86/864,536	FIT LIFESTYLE
	Klement Sausage Co., Inc.	86/453,333	#LINKUP

	Klement Sausage Co., Inc.	86/864,546	BACKYARD SELECTS
	Klement Sausage Co., Inc.	86/864,540	FOUNDER'S SELECT
	Klement Sausage Co., Inc.	86/870,966	OFF THE GRILL
	Klement Sausage Co., Inc.	86/870,972	