

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Inter		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBC Credit Partners III,L.P.		09/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AmeriQual Group, LLC		
Street Address:	18200 Highway 41 North		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47725		
Entity Type:	IN LLC: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1554011	AQ AMERIQVAL	
Registration Number:	1555003	AMERIQVAL	
Registration Number:	3701978	APACK READY MEAL	
Registration Number:	3395563	APACK READY MEAL SELF-HEATING EMERGENCY	
Registration Number:	4032522	EASY RICE	
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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Andrea Gniadek		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	10/02/2017		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LBC Credit Partners III, L.P.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 28, 2017

- Assignment
- Security Agreement
- Other Release of Trademark Security Inter
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AmeriQual Group, LLC

Street Address: 18200 Highway 41 North

City: Evansville

State: IN

Country: USA Zip: 47725

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other IN LLC Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4245270

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  , for Chapman and Cutler LLP

September 29, 2017

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of September 28, 2017, and granted by LBC Credit Partners III, L.P. (the “**Collateral Agent**”), a Delaware Limited Partnership, as collateral agent for the lenders under the Loan Agreement referred to below, in favor of AmeriQual Intermediate Company LLC, a Delaware limited liability company (“**Holdings**”), AmeriQual Group, LLC, an Indiana limited liability company (“**AmeriQual**”), and Thermo Pac, LLC, an Indiana limited liability company (“**Thermo**”)(collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of January 20, 2016 (the “**Loan Agreement**”) among the Grantors, the Collateral Agent and the lenders party thereto, the Grantors executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement by and between the Grantors and the Collateral Agent dated as of January 20, 2016 (the “**Intellectual Property Security Agreement**”);

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

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5715, Frame 0303 on January 25, 2016; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order 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 Intellectual Property Collateral pursuant to the Security Agreements.

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

1. Definitions. The following terms have the meanings set forth below:

(a) “**Copyrights**” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) "Copyright License" means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor's Copyrights or Copyright registrations are not assignable.

(c) "Patents" shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) "Patent License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor's Patents or Patent registrations are not assignable.

(e) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) "Trademark License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.

2. Release of Security Interest. Collateral Agent, on behalf of itself and the lenders, their successors, legal representatives and assigns, hereby terminates the Intellectual Property Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Intellectual Property 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 “**Intellectual Property Collateral**”):

(a) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule 1 hereto;

(b) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule 1 hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(c) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule 1 hereto;

(d) 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;

(e) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(f) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. 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.

4. 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.

LBC Credit Partners III, L.P.

By: 

Name: David E. Fraimow

Title: Vice President

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
AQ.AMERIQUAL	US	1554011	08/29/1989	AMERIQUAL GROUP, LLC
AMERIQUAL	US	1555003	09/05/1989	AMERIQUAL GROUP, LLC
APACK READY MEAL	US	3701978	10/27/2009	AMERIQUAL GROUP, LLC
APACK READY MEAL SELF-HEATING EMERGENCY MEAL	US	3395563	03/11/2008	AMERIQUAL GROUP, LLC
EASY RICE	US	4032522	09/27/2011	AMERIQUAL GROUP, LLC