

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, As Agent		12/01/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Nonni's Foods LLC		
Street Address:	1901 S. Meyers Road, Suite 240		
City:	Oakbrook Terrace		
State/Country:	ILLINOIS		
Postal Code:	60181		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2893888	THINADDICTIVES	
Registration Number:	4733294	GELATO CRISP	
Registration Number:	4654254	CRISPADDICTIVES	
Registration Number:	4717532	VILLA VENETO	
Registration Number:	4587839	· LA DOLCE VITA · LDV THE SWEET LIFE	
Registration Number:	4396148	LA DOLCE VITA	
Registration Number:	4388156	LDV	
Registration Number:	4589467	VILLA VENETO	
Registration Number:	4383925	LA DOLCE VITA	
Registration Number:	3703287	TUSCONI	
Registration Number:	3568153	TREAT YOURSELF TO A NONNI'S BISCOTTI BRE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$290.00 2893888

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	12/05/2017
Total Attachments: 4 source=Antares_Nonni's - Trademark Release and Assignment#page1.tif source=Antares_Nonni's - Trademark Release and Assignment#page2.tif source=Antares_Nonni's - Trademark Release and Assignment#page3.tif source=Antares_Nonni's - Trademark Release and Assignment#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of December 1, 2017, by ANTARES CAPITAL LP, in its capacity as Agent (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Nonni’s Foods LLC, a Delaware limited liability company (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of February 9, 2016 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Agent for the benefit of the Secured Parties in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 9, 2016, at Reel 5727, Frame 0793;

WHEREAS, the Agent now desires to terminate and release its security interest in the Trademarks and Trademark Collateral listed on Schedule 1 hereto and reassign any and all rights in the same to Grantor.

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

1. Agent hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreement (collectively the “Trademark Collateral”), including without limitation any and all of the following:
 - (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including without limitation, those referred to on Schedule 1 hereto;
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark listed on Schedule 1 hereto; and
 - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
2. Agent hereby irrevocably and unconditionally reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademark Collateral.
3. The Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and file UCC financing statement amendments or terminations

with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral.

4. The Agent shall, at the expense of the Grantor, take all reasonable additional steps requested by Grantor as may be necessary to release (or evidence the release of) its security interests in the Trademark Collateral.
5. This Release shall be construed, interpreted and the rights of the parties determined in accordance with, the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: Phillip Croff
Name: Phillip Croff
Title: Duly Authorized Signatory

SCHEDULE 1

U.S. TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
THINADDICTIVES	78187664	11/21/02	2893888	10/12/04
GELATO CRISP	86341252	7/18/14	4733294	5/5/15
CRISPADDICTIVES	86149215	12/20/13	4654254	12/9/14
VILLA VENETO	86140622	12/11/13	4717532	4/7/15
LA DOLCE VITEA LDV THE SWEET LIFE	86136398	12/5/13	4587839	9/19/14
LA DOLCE VITA	85837696	1/31/13	4396148	9/3/13
LDV	85837695	1/31/13	4388156	8/20/13
VILLA VENETO	85817943	1/8/13	4589467	8/19/14
LA DOLCE VITA	85817948	1/8/13	4383925	8/13/13
TUSCONI	77613641	11/13/08	3703287	10/27/09
TREAT YOURSELF TO A NONNI'S BISCOTTI BREAK	77131167	3/14/07	3568153	1/27/09
NONNI'S	78261289	6/11/03	2853785	6/15/04
NONNI'S	75614210	12/31/98	2290315	11/2/99
NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE	75444074	3/3/98	2222870	2/9/99
BISTRO BISCOTTI	74477814	1/10/94	1869831	12/27/94
CAFÉ BISCOTTI	74449577	10/19/93	1852533	9/6/94
NONNI'S	74171232	8/29/91	1727905	10/27/92