

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Sucessor Agent		12/01/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Richelieu Foods, Inc.
Street Address:	222 Forbes Road
Internal Address:	Suite 4400
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3675559	BENCHMARK
Registration Number:	4006546	BONNE CHERE SINCE 1961
Registration Number:	1689621	CHEF ANTONIO
Registration Number:	2517683	GROCER'S GARDEN
Registration Number:	1704331	GROCER'S GARDEN
Registration Number:	2223540	PIZZA PRESTO!
Registration Number:	0526735	RICHELIEU
Registration Number:	4223109	RAVEENA'S PIZZA

CORRESPONDENCE DATA

Fax Number: 6173454745

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: 6173454665

Email: jblackowicz@daypitney.com

Correspondent Name: Jeremy Blackowicz

Address Line 1: One International Place

Address Line 2: Day Pitney LLP

Address Line 4: Boston, MASSACHUSETTS 02110

CH \$215.00 3675559

ATTORNEY DOCKET NUMBER:	785097.000010.JB
NAME OF SUBMITTER:	Jeremy Blackowicz
SIGNATURE:	/Jeremy Blackowicz/
DATE SIGNED:	12/15/2017

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of December 1, 2017, by ANTARES CAPITAL LP (as successor agent by assignment to General Electric Capital Corporation ("GECC")), as administrative agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of RICHELIEU FOODS, INC., a Delaware corporation (the "Grantor").

WITNESSETH

WHEREAS, the Grantor has entered into certain Credit Agreement, dated as of November, 21, 2014 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Guaranty and Security Agreement, dated as of November 21, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantor granted a security a Lien on, and interest in, certain of its Trademarks to the Agent pursuant to the applicable Trademark Security Agreement, dated as of November 21, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, as applicable, the "Trademark Security Agreement"), by such Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on November 26, 2014 on Reel: 5409, Frame: 0167;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC and the Agent (the "Omnibus Agency Transfer Agreement"), GECC as the retiring agent, has assigned to Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent, and recorded said assignment with the USPTO;

WHEREAS, in connection with the Omnibus Agency Transfer Agreement, GECC and the Agent executed that Assignment of Intellectual Property Security Agreement, dated August 21, 2015 ("Assignment of Intellectual Property Security Agreement"), under which GECC assigned all of its rights, title and interest under the Trademark Security Agreement to the Agent,

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded with the Assignment Division of the USPTO on August 21, 2015 on Reel: 5611, Frame: 0939, and recordings were made with the USPTO on September 2, 2015 and October 28, 2015 at Reel: 5614, Frame: 0981 and Reel: 5655, Frame 0419, respectively, to make certain corrections to the recording made on August 21, 2015; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest they may hold in, the Trademark Collateral (as defined in the Trademark Security Agreement, the “Trademark Collateral”).

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

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent’s rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and reassigns any and all right, title or interest that it may have therein to the Grantor.

The Agent hereby authorizes Grantor or each of the Grantor’s authorized representatives to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral, pursuant to the Security Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor’s expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT’S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

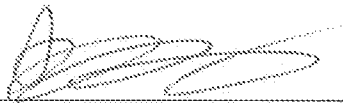
Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,


ANTARES CAPITAL LP, as Agent


By: 

Name: **Alfredo Wang**

Its: Duly ~~Authorized~~ Signatory ~

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

Mark (Jurisdiction)	Registration No.	Filed Issued	Goods / Services with Class
BENCHMARK (U.S. Federal)	77-582853 3675559	Oct. 1, 2008 Sep. 1, 2009	Barbeque sauce in Class 30
BONNE CHERE SINCE 1961 and Design (U.S. Federal) 	77-602690 4006546	Oct. 29, 2008 Aug. 2, 2011	Salsa, salad dressings, barbeque sauce, pancake syrup, tartar sauce, mayonnaise, cocktail sauce in Class 30
CHEF ANTONIO (U.S. Federal)	74-044256 1689621	Mar. 29, 1990 May 26, 1992	Frozen pizza in Class 30
GROCER'S GARDEN (U.S. Federal)	77-907616 3895292	Jan. 8, 2010 Dec. 21, 2010	Barbecue sauce in Class 30
GROCER'S GARDEN (U.S. Federal)	75-315228 2517683	Jun. 26, 1997 Dec. 11, 2001	Marinades; ham glazes; vinaigrette; mayonnaise, salsas, picante sauce; sauces, namely, teriyaki sauces, seafood sauces, tomato sauces, cocktail sauces, tartar sauces in Class 30
GROCER'S GARDEN (U.S. Federal)	74-087973 1704331	Aug. 14, 1990 Jul. 28, 1992	Salad dressings; dairy-based, non dairy- based, and oil based toppings used for fresh fruits and vegetables in Class 29
PIZZA PRESTO! (U.S. Federal)	75-173379 2223540	Sep. 27, 1996 Feb. 16, 1999	Pizza in Class 30
RICHELIEU (U.S. Federal)	78-189464 2972895	Nov. 27, 2002 Jul. 19, 2005	Salads except macaroni, rice and pasta salad; dips; applesauce; cheese spreads; prepared meals and entrees consisting primarily of meat, fish, poultry or vegetables; canned fruits; canned cut or sliced vegetables in Class 29 Pizza; pizza crust; bread sticks; marinades; salsa; salad dressings; macaroni salads; pasta salads; rice salads; noodle salads; prepared meals and prepared entrees consisting primarily of pasta or rice; puddings; sauces in Class 30
RICHELIEU (U.S. Federal)	74-202127 1781586	Sep. 9, 1991 Jul. 13, 1993	canned vegetables, canned fruits, jellies, fruit preserves, pickles, processed olives, chili sauce, canned chili con carne, canned fish and shell fish, processed mushrooms, fruit based filling for cakes and pies in

			Class 29 pickle relishes, vinegar, tomato sauce, tomato catsup, cocktail sauce and spaghetti sauce in Class 30 canned fruit juices and nectars for food purposes in Class 32
RICHELIEU (stylized) (U.S. Federal) 	71-500952 526735	Nov. 7, 1947 Jun. 27, 1950	canned vegetables, canned fruits, olives, vinegar, tomato sauce, tomato catsup, canned fruit juices canned fish in Classes 1, 5, 29, 30, 31, and 32
CHEF FILIPO (U.S. Federal)	86-024577	Jul 31, 2013	Pizza sauce in Class 46
RICHELIEU (U.S. Federal)	86-024568	Jul 31, 2013	Canned vegetables, canned fruits, jellies, fruit preserves, pickles, processed olives, canned chili con carne, canned fish and shell fish, processed mushrooms, fruit based filling for cakes and pies Pickle relishes, vinegar, tomato sauce, tomato catsup, chili sauce, cocktail sauce and spaghetti sauce Canned fruit juices and nectars for food purposes in Classes 45, 46, and 48
BERGAMO (U.S. Federal)	86-024560	Jul 31, 2013	Pizza sauce in Class 46
SWEETACRE FARMS (U.S. Federal)	85-380095	Jul 25, 2011	Salsas; marinades; salad dressings; barbeque sauce; mayonnaise in Class 46
CHEF FILIPO (U.S. Federal)	85-411687	Aug 31, 2011	Pizza in Class 46
RAVEEN'S PIZZA (U.S. Federal)	85-414154 4223109	Dec 20, 2011	Pizza in Class 46