

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455961

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal, as Administrative Agent		12/20/2017	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Foods Group, LLC		
<b>Street Address:</b>	2209 Jefferson Street, #301		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56308		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4108359	A	
<b>Registration Number:</b>	4250670	A AMERICAN PREPARED FOODS	
<b>Registration Number:</b>	3974082	AMERICAN FOODS GROUP	
<b>Registration Number:</b>	4193855	LAHAM LAZIZ	
<b>Registration Number:</b>	3977229	NORTHLAND KOSHER BEEF	
<b>Registration Number:</b>	4186460	SERVER'S CHOICE	
<b>Registration Number:</b>	4186459	WBI	
<b>Serial Number:</b>	86188291	GREAT AMERICAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@clarivate.com		
<b>Correspondent Name:</b>	Nancy A. Zarazua		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zarazua		
<b>SIGNATURE:</b>	/Michael Barys/		

OP \$215.00 4108359

<b>DATE SIGNED:</b>	12/26/2017
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**Total Attachments: 5**

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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):**

Bank of Montreal, as Administrative Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 20, 2017

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: American Foods Group, LLC

Street Address: 2209 Jefferson Street, #301

City: Alexandria

State: Minnesota

Country: USA Zip: 56308

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

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 A

B. Trademark Registration No.(s)

See Schedule A

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: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: \_\_\_\_\_

Email Address: zarazua@chapman.com

**6. Total number of applications and registrations involved:**

8

**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:** Nancy A. Zarazua for Chapman and Cutler LLP

Signature

Nancy A. Zarazua, Paralegal

Name of Person Signing

December 21, 2017

Date

Total number of pages including cover sheet, attachments, and document: 5

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 SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Release*") dated December 20, 2017, by Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "*Agent*");

### WITNESSETH:

WHEREAS, American Foods Group, LLC, a Delaware limited liability company ("*Debtor*"), with its mailing address at 2209 Jefferson Street, #301, Alexandria, Minnesota 56308, and Agent were parties to a certain Trademark Security Agreement dated July 2, 2014, between Debtor and Agent which was recorded in the United States Patent and Trademark Office on July 7, 2014, at Reel 5316, Frame 0770 (the "*Agreement*"), pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Property and reassign the same to Debtor;

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

### AGREEMENT:

1. Agent acting in its capacity as an authorized agent for the Secured Parties hereby releases the security interests granted in the Agreement, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its and Secured Parties' right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, except that this document shall not operate as a sale, transfer, conveyance or other assignment of any intent to use trademark application to the extent that such application is pending without a Statement of Use having been filed and accepted, in which case this document shall operate only to release a security interest in such application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.


2. Agent represents and warrants that it has the full legal capacity, power and authority to enter into this Release and to bind the Secured Parties to this Release. This Release constitutes the legal, valid and binding obligation of Agent and Secured Parties and is enforceable against them in accordance with its terms.

3. Agent authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the Release hereby given.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent




By   
Name: Thomas Ausborn  
Title: Director

[Signature Page]

**SCHEDULE A  
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARKS

<b>AMERICAN FOODS GROUP, LLC</b>		
<b>MARK</b>	<b>MARK (WORDS)</b>	<b>REGISTRATION No.</b>
	A (Stylized Design)	4108359
	A AMERICAN PREPARED FOODS (Design)	4250670
AMERICAN FOODS GROUP (Word Mark)	AMERICAN FOODS GROUP (Word Mark)	3974082
	LAHAM LAZIZ (Stylized, Principal)	4193855
NORTHLAND KOSHER BEEF	NORTHLAND KOSHER BEEF	3977229
SERVER'S CHOICE (All Meat)	SERVER'S CHOICE (All Meat)	4186460
WBI	WBI	4186459

PENDING U.S. TRADEMARKS

<b>AMERICAN FOODS GROUP, LLC</b>		
<b>MARK</b>	<b>MARK (WORDS)</b>	<b>SERIAL No.</b>
GREAT AMERICAN	GREAT AMERICAN	86188291