

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457952

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		01/12/2018	National Banking Association: UNKNOWN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BEF Foods, Inc.		
<b>Street Address:</b>	2503 S. Hanley Road		
<b>City:</b>	Saint Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63144		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3978860	KETTLE CREATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127697		
<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>Phone:</b>	314-444-7697		
<b>Email:</b>	sgeisen@lewisrice.com		
<b>Correspondent Name:</b>	Sara L. Geisen		
<b>Address Line 1:</b>	600 Washington Avenue		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Sara L. Geisen		
<b>SIGNATURE:</b>	/Sara L. Geisen/		
<b>DATE SIGNED:</b>	01/12/2018		
<b>Total Attachments: 3</b>			
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source=BEF Foods, Inc. - Trademarks Term & Release #page3.tif			

OP \$40.00 3978860

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 12, 2018 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of BEF Foods, Inc., an Ohio corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of April 28, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the ratable benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks, which was recorded at the United States Patent and Trademark Office (“USPTO”) on May 1, 2017 at Reel 6050 Frame 0281 in order to evidence Grantor’s grant of security interest in and right of set off against the Trademark Collateral (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, agrees as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby terminates, cancels, discharges, and releases the continuing security interest in, and right to set off against, Grantor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the registrations and applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement, and authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Release to be duly executed as of the date first set forth above.

Bank of America, N.A., as Administrative Agent

By: Melissa Mullis  
Name: Melissa Mullis  
Title: Assistant Vice President

**Schedule A**

**Trademark Registration**

Mark	Reg. No.	Reg. Date
KETTLE CREATIONS	3978860	06/14/11