

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/16/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BRILL, INC. (formerly known as CSM BAKERY PRODUCTS NA, INC.)		
Street Address:	5775 Glenridge Drive, Bldg. A		
City:	Sandy Springs		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0958641	MULTIFOODS	
Registration Number:	4035231	MULTIFOODS	
Registration Number:	5151840	MULTIFOODS 1892	
Registration Number:	1872643	MULTIFOODS BAKERY PRODUCTS SINCE 1892	
Registration Number:	1893708	CHOCOVIVA!	
Registration Number:	1337022	CHOLMONDLEY'S	
Registration Number:	1510337	CHOLMONDLEY'S	
Registration Number:	1550390	GOOD 'N' MOIST	
Registration Number:	1828455	HIGH-M	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	212-558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		

TRADEMARK

NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	04/17/2018
Total Attachments: 6 source=Partial Release of First Lien Term Loan Intellectual Property Security Agreement#page1.tif source=Partial Release of First Lien Term Loan Intellectual Property Security Agreement#page2.tif source=Partial Release of First Lien Term Loan Intellectual Property Security Agreement#page3.tif source=Partial Release of First Lien Term Loan Intellectual Property Security Agreement#page4.tif source=Partial Release of First Lien Term Loan Intellectual Property Security Agreement#page5.tif source=Partial Release of First Lien Term Loan Intellectual Property Security Agreement#page6.tif	

**PARTIAL RELEASE OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This PARTIAL RELEASE OF FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Release*”) is made as of April 16, 2018 by MORGAN STANLEY SENIOR FUNDING, INC., acting through one of more of its branches or any Affiliate thereof, as collateral trustee (in such capacity, the “*Collateral Trustee*”) for the Secured Parties (as defined in the First Lien Term Loan Credit Agreement referred to below), in favor of BRILL, INC. (formerly known as CSM BAKERY PRODUCTS NA, INC.) (the “*Grantor*”).

WHEREAS, the Grantor has entered into that certain First Lien Term Loan Credit Agreement, dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Term Loan Credit Agreement*”), with Holdings, Parent, the other Subsidiary Loan Parties party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Bank International, Ltd., as Supplemental Collateral Trustee, the Collateral Trustee and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders and the entry into Secured Hedge Agreements by the Hedge Banks and the Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain First Lien Term Loan Collateral Agreement, dated as of July 3, 2013, by and among the Grantor, the Administrative Agent and the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Term Loan Security Agreement*”);

WHEREAS, under the terms of the First Lien Term Loan Security Agreement, the Grantor has granted to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and as a condition thereof have executed that certain First Lien Term Loan Intellectual Property Security Agreement, dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Term Loan IP Security Agreement*”) for recording with the United States Patent and Trademark Office;

WHEREAS, the First Lien Term Loan IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on July 8, 2013 at Reel 030763, Frame 0921, and with the Trademark Division of the United States Patent and Trademark Office on July 8, 2013 at Reel 5064, Frame 0605; and

WHEREAS, in accordance with the provisions of the First Lien Term Loan Credit Agreement, the First Lien Term Loan Security Agreement and the First Lien Term Loan IP Security Agreement, the Collateral Trustee, on behalf of itself and the Secured Parties, now desires to terminate and release its security interest in and to certain of the Additional Collateral (as defined in the First Lien Term Loan IP Security Agreement) with respect to the Grantor (as defined herein).

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

SECTION 1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the First Lien Term Loan Credit Agreement or the First Lien Term Loan IP Security Agreement.

SECTION 2. Release of Grant of Security in the Released Collateral. The Collateral Trustee, on behalf of itself and the Secured Parties, hereby terminates, releases and discharges to the Grantor (as defined herein) all of the Collateral Trustee's and the Secured Parties' security interest in all of the Grantor's right, title and interest in and to, and reassigns to the Grantor (as defined herein) any right, title and interest the Collateral Trustee or any Secured Party may have in or to, the following (the "**Released Collateral**"):

- (i) all patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) all trademark and service mark registrations and applications set forth in Schedule B hereto (including any United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act), together, in each case, with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) all copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");
- (iv) 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 the Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any of the foregoing.

SECTION 3. Effect of Release. For the avoidance of any doubt, the release hereunder is limited only and solely to the Grantor (as defined herein) and to the Released Collateral (as defined herein), and shall not apply in any respect to any other parties to the First Lien Term Loan IP Security Agreement or to any other of the Additional Collateral (as defined in the First Lien Term Loan IP Security Agreement). The Collateral Trustee reserves and retains its security interest (and any other right, title or interest) in and to all intellectual property of such other parties and all other Additional Collateral of the Grantor (other than the Released Collateral), which security interest remains uninterrupted and undisturbed. Except as expressly modified by this Release, the First Lien Term Loan IP Security Agreement remains and shall remain in full force and effect.

SECTION 4. Recordation. The Collateral Trustee authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

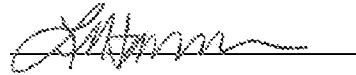
SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be duly executed and delivered, on behalf of itself and the Secured Parties, by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY SENIOR FUNDING,
INC.
as Collateral Trustee

By:



Name: Lisa Hanson
Title: Vice President

Schedule A: Patents

None.

Schedule B: Trademarks

Record Owner	Mark	Reg. No.	Reg. Date
CSM Bakery Products NA, Inc.	MULTIFOODS	0958641	May 8, 1973
CSM Bakery Products NA, Inc.	MULTIFOODS	4035231	October 4, 2011
CSM Bakery Products NA, Inc.	MULTIFOODS 1892	5151840	February 28, 2017
CSM Bakery Products NA, Inc.	MULTIFOODS BAKERY PRODUCTS SINCE 1892	1872643	January 10, 1995
CSM Bakery Products NA, Inc.	CHOCOVIVA!	1893708	May 9, 1995
CSM Bakery Products NA, Inc.	CHOLMONDLEY'S	1337022	May 21, 1985
CSM Bakery Products NA, Inc.	CHOLMONDLEY'S	1510337	October 25, 1988
CSM Bakery Products NA, Inc.	GOOD 'N' MOIST	1550390	August 1, 1989
CSM Bakery Products NA, Inc.	HIGH-M	1828455	March 29, 1994

Schedule C: Copyrights

None.