

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Textron Financial Corporation		04/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Galaxy Nutritional Foods, Inc.		
Street Address:	66 Whitecap Drive		
City:	North Kingstown		
State/Country:	RHODE ISLAND		
Postal Code:	02852		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1272946	FORMAGG	
Registration Number:	1299683	LABELLA'S	
Registration Number:	1744693	SOYMAGE	
Registration Number:	1745941	SOYCO	
Registration Number:	1788315	SOYCO	
Registration Number:	2068151	VEGGY SINGLES	
Registration Number:	2074712	SOY SINGLES	
Registration Number:	2102820	LITE BAKERY	
Registration Number:	2106432	THE LITE BAKERY	
Registration Number:	2189242	PIZZA AND DESSERT THAT DOESN'T HURT	
Registration Number:	2314619	G	
Registration Number:	2314726	WHOLESOME VALLEY	
Registration Number:	2343029	LITE & LESS	
Registration Number:	2560390	GALAXY NUTRITIONAL FOODS	
Registration Number:	2577980	GALAXY NUTRITIONAL FOODS	
Registration Number:	2641674	VEGGIE SLICES	
Registration Number:	2662329	VEGGIE NATURE'S ALTERNATIVE TO MILK	
Serial Number:	76204595	GALAXY NUTRITIONAL FOODS	
Serial Number:	76367873	GALAXY NUTRITIONAL FOODS VEGGIE	

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Property Type	Number	Word Mark
Serial Number:	76445746	ULTRA SMOOTHIE
Serial Number:	76446486	ULTRA SMOOTHIE
Serial Number:	76450007	WILD STRINGS
Serial Number:	76491197	GALAXY NUTRITIONAL FOODS
Serial Number:	76491198	GALAXY NUTRITIONAL FOODS
Serial Number:	76491199	G GALAXY NUTRITIONAL FOODS
Serial Number:	76491272	GALAXY NUTRITIONAL FOODS
Serial Number:	76491273	G
Serial Number:	76491274	G
Serial Number:	76502629	ULTRA SMOOTHIE
Serial Number:	76506079	ULTRA SMOOTHIE

CORRESPONDENCE DATA

Fax Number: 2166960740

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: 216-861-7864

Email: tnoel@bakerlaw.com

Correspondent Name: Deborah A. Wilcox, Baker & Hostetler LLP

Address Line 1: 127 Public Square

Address Line 2: Key Tower, Suite 2000

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Deborah A. Wilcox
SIGNATURE:	/Deborah A. Wilcox/
DATE SIGNED:	04/16/2018

Total Attachments: 2

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TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE

THIS TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Release") is made and executed this 12th day of April, 2018 by and among Galaxy Nutritional Foods, Inc., a Delaware corporation (the "Borrower"), and Textron Financial Corporation, a Delaware corporation ("Lender").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties agree to terminate, effective on the date hereof, the Loan and Security Agreement between the Borrower and Lender dated May 27, 2003, all amendments to the foregoing, and all documents, instrument and agreements relating to, arising out of or executed in connection with such documents or the loans evidenced, secured or contemplated thereby (the "Loans"), including but not limited to the (i) UCC-1 Financing Statements as filed with the Secretary of State of Florida and each other office in which any UCC-1 Financing Statement or related document is filed, and (ii) Patent, Copyright and Trademark Collateral Security Agreement dated May 27, 2003 between the Borrower and Lender as filed in the U.S. Patent and Trademark Office (collectively, the "Loan Agreements"), and all of the parties hereby mutually release and forever discharge one another, and their respective successors, representatives, assigns, officers, directors, agents, employees and attorneys and each of them, of and from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon or arising out of the Loan Agreements, the transactions related thereto, and the termination thereof.

The release by Lender provided for herein is conditioned upon the final payments, in case, of all of the Borrower's "Obligations" (as defined in the Loan Agreements) and the Borrower's release provided for herein is conditioned upon the effectiveness and continuing payment in full of all of the Borrower's Obligations, the security interests created by the Loan Agreements shall automatically terminate and Lender (at the Borrower's expense) shall promptly execute and deliver to the Borrower such documents and instruments prepared and reasonably requested by the Borrower as shall be reasonably necessary to evidence termination of all such security interests given by the Borrower to Lender thereunder, including but not limited to formal recordation of such termination in the U.S. Patent and Trademark Office.

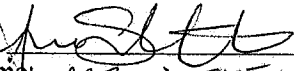
The Borrower agrees to repay Lender, on written demand, the amount of any such check or other instrument that may be returned for non-payment and any other Obligations which remain unpaid. Furthermore, due to the possibility of (i) Lender receiving billings for unpaid items, charges or miscellaneous expenses, the Borrower agrees to pay promptly upon written demand the amount of any such item, subject to delivery by Lender of such supporting documentation or evidence of any such item reasonably requested by the Borrower.

Lender agrees to repay the Borrower the amount of any overpayment by or on behalf of the Borrower in respect of the Loans.

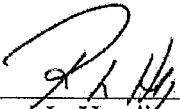
The parties hereby warrant and represent that, to the best of their knowledge, they have not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Release. The parties, and each of them, execute the Release voluntarily, after consultation with counsel, and with full knowledge of its significance.

This Release, the Loan Agreements and the other written documents and instruments between the parties set forth in full all of the representations and agreements of the parties, and this Release may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto.

GALAXY NUTRITIONAL FOODS, INC.

By: 
Name: AARON SKELTON
Title: COO

TEXTRON FINANCIAL CORPORATION

By: 
Robert L. Hotaling, Jr., Senior Vice
President & Chief Credit Officer

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