

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM482034

<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.		07/16/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sturm Foods, Inc.		
<b>Street Address:</b>	2021 Spring Road		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Oak Brook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4332836	MCCANN'S ARTISAN COLLECTION IRISH OATMEA	
<b>Registration Number:</b>	3906779	MCCANN'S IMPORTED IRISH OATMEAL	
<b>Registration Number:</b>	1493374	JOHN MCCANN'S	
<b>Registration Number:</b>	1494429	MCCANN'S	
<b>Registration Number:</b>	4076453	WORLD'S COLUMBIAN EXHIBITION CHICAGO, 18	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212.735.5117		
<b>Email:</b>	francine.waldbaum@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Francine Waldbaum		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	401180/507		
<b>NAME OF SUBMITTER:</b>	Oren Epstein		
<b>SIGNATURE:</b>	/OE/		

CH \$140.00 4332836

<b>DATE SIGNED:</b>	07/16/2018
<b>Total Attachments: 5</b> source=Trademark_Release_Treehouse#page1.tif source=Trademark_Release_Treehouse#page2.tif source=Trademark_Release_Treehouse#page3.tif source=Trademark_Release_Treehouse#page4.tif source=Trademark_Release_Treehouse#page5.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated effective as of July 16, 2018, is made by **Bank of America, N.A.**, with offices located at One Independence Center, 101 N. Tryon Street, Charlotte, North Carolina 28202 as Administrative Agent (the “Secured Party”), with respect to the security interest granted to it by **Sturm Foods, Inc.**, a Delaware corporation with offices located at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523 (the “Grantor”), in the Trademark Collateral (defined below). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (defined below).

**WITNESSETH**

WHEREAS, reference is made to that certain Security Agreement, dated as of June 11, 2018 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”) among the Secured Party, the Grantor and the other grantors named therein;

WHEREAS, TreeHouse Foods, Inc., as the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to that certain Second Amended and Restated Credit Agreement, dated as of December 1, 2017 (as amended by Amendment No. 1, dated as of June 11, 2018, and as further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”);

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of June 11, 2018 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “Security Agreement”) to, among other things, secure the Secured Obligations of the Grantors under the Loan Documents; and

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, among others, entered into that certain Trademark Security Agreement, dated as of June 11, 2018 (as it may be from time to time amended, restated, modified or supplemented, the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Secured Party, for the ratable benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in, to and under all of the Grantor’s Trademarks (as defined in the Security Agreement), including the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was submitted for recordation with the United States Patent and Trademark Office on or about June 15, 2018 and was recorded at Reel/Frame: 6366/0049 on June 28, 2018 at the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Officer’s Certificate dated as of the date hereof, (the “Certificate”), the Borrower certified to the Secured Party that the Grantor is selling certain specified assets and property, including the Trademark Collateral, to B&G Foods North

America, Inc., a Delaware corporation in a disposition of assets permitted pursuant to Section 7.05(n) of the Credit Agreement (such sale, the "Disposition"); and

WHEREAS, the Secured Party, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to release and discharge fully its security interest solely in the Trademark Collateral in accordance with the last sentence of Section 7.05 of the Credit Agreement and as authorized pursuant to Section 9.10 of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby agrees as follows:

**1. Definitions**

"Trademark Collateral" means the trademarks and registrations identified in Schedule A hereto, including all trademarks, trade names, corporate names, company names, business names, Internet domain names, fictitious business names, trade dress, trade styles, service marks, certification marks, slogans, logos and other source or business identifiers and all general intangibles of like nature, included in the Acquired Assets (as defined in the Certificate) and the goodwill associated therewith.

**2. Release of Security Interest**

The Secured Party hereby releases and discharges fully, without representation, warranty or recourse, its continuing security interest in any and all of the Grantor's right, title and interest in, to and under the Trademark Collateral (the "Released Collateral").

**3. Recordation**

Secured Party authorizes the recordation of this Release with the U.S. Patent and Trademark Office to place on record the release of the security interest in the Released Collateral by Secured Party or any person authorized or designated by Secured Party.

**4. Miscellaneous**

This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. The Secured Party continues to maintain, without interruption or impairment, its security interest in all of the Grantor's right, title and interest in, to and under all Collateral other than the Released Collateral. The provisions of the Security Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND  
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Secured Party has executed this Release as of the date first set forth above.

**Bank of America, N.A., as Secured Party**

A handwritten signature in dark ink, appearing to read "Bridgett J. Manduk Mowry", is written over a light, dotted rectangular background.

By: \_\_\_\_\_

Name: Bridgett J. Manduk Mowry

Title: Vice President

# **SCHEDULE A TRADEMARKS**

## Trademark Registrations and Applications

<b>Country</b>	<b>Owner</b>	<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No. / Reg. Date</b>
United States	Sturm Foods, Inc.	MCCANN'S ARTISAN COLLECTION IRISH OATMEAL & Design	85589039 / 2012-04-04	4332836 / 2013-05-07  Recorded at Reel/Frame: 6366/0049
United States	Sturm Foods, Inc.	MCCANN'S IMPORTED IRISH OATMEAL & Design	77961382 / 2010-03-17	3906779 / 2011-01-18  Recorded at Reel/Frame: 6366/0049
United States	Sturm Foods, Inc.	JOHN MCCANN'S	73668257 / 1987-06-23	1493374 / 1988-06-21  Recorded at Reel/Frame: 6366/0049
United States	Sturm Foods, Inc.	MCCANN'S	73668258 / 1987-06-23	1494429 / 1988-06-28  Recorded at Reel/Frame: 6366/0049
United States	Sturm Foods, Inc.	WORLD'S COLUMBIAN EXHIBITION CHICAGO 1893....and Design	85287046 / 2011-04-05	4076453 / 2011-12-27  Recorded at Reel/Frame: 6366/0049
Canada	Sturm Foods, Inc.	MCCANN'S	1,769,284	
Germany	Sturm Foods, Inc.	MCCANN'S		30 2106 006 983 / 2016-03-21
France	Sturm Foods, Inc.	MCCANN'S		164254277 / 2016-03-04
United Kingdom	Sturm Foods, Inc.	MCCANN'S		3153189 / 2016-05-27
Ireland	Sturm Foods, Inc.	MCCANN'S		254691 / 2016-04-03

Canada	Sturm Foods, Inc.	MCCANN'S QUICK BREAD and Design		TMA533898 / 2000-09-29
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