

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485486

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks Recorded at Reel/Frame 6026/0049		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal		08/09/2018	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Choice Foods, LLC		
<b>Street Address:</b>	2044 West 2425 South		
<b>City:</b>	Woods Cross		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84087		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3500252	ANGELA MARIE'S	
<b>Registration Number:</b>	4086198	MARSHMALLOW MUNCHIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128628738		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Michelle Nowicki		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	35981-120		
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki		
<b>SIGNATURE:</b>	/Michelle Nowicki/		
<b>DATE SIGNED:</b>	08/09/2018		
<b>Total Attachments: 3</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated August 9, 2018 by Bank of Montreal, a Canadian chartered bank acting through its Chicago Branch (“*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 Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the “*Agent*”);

### WITNESSETH:

WHEREAS, Choice Foods, LLC, a Utah limited liability company (“*Debtor*”), with its mailing address at 2044 West 2425 South in Woods Cross, Utah, and Agent were parties to a certain Trademark Collateral Agreement dated March 31, 2017 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on April 3, 2017 at Reel 6026, Frame 0049 (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:

Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its 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; and

(ii) all proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default 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 but no obligation to sue for and collect, or otherwise recover, said damages.

[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 *Meaghan E. Jacobsen*  
Name: Meaghan E. Jacobsen  
Title: Vice President

[Signature Page]

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

<b>JURISDICTION</b>	<b>MARK</b>	<b>REG. NO. REG. DATE</b>	<b>APP. NO. APP. DATE</b>
U.S. Federal	ANGELA MARIE'S	3500252 September 9, 2008	78/916032 June 23, 2006
U.S. Federal	MARSHMALLOW MUNCHIE	4086198 January 17, 2012	85/134032 September 20, 2010