

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		10/02/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	CUISINE SOLUTIONS, INC.		
Street Address:	2800 Eisenhower Avenue		
Internal Address:	Suite 450		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85265105	CS SOUS-VIDE	
Serial Number:	85265056	CS CUISINE SOLUTIONS SOUS VIDE SOUS-VIDE	
Serial Number:	85264797	CS CUISINE SOLUTIONS SOUS VIDE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Nick Nikic		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	N.Nikic - 35899.0592		
NAME OF SUBMITTER:	Nick Nikic		
SIGNATURE:	/Nick Nikic/		
DATE SIGNED:	10/03/2018		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2018 (this “Release”), is made by SUNTRUST BANK (the “Lender”), in favor of CUISINE SOLUTIONS, INC., a Delaware corporation (the “Grantor”), pursuant to that certain Pledge and Security Agreement, dated as of August 30, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor and Lender.

WITNESSETH:

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered the Trademark Security Agreement, dated as of August 30, 2011 (the “Trademark Security Agreement”), in favor of the Lender;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a security interest in and lien on all of its right, title and interest in the Trademarks (as defined in the Security Agreement) set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”), as collateral security for the payment and performance in full when due of the Obligations (as defined in the Loan and Security Agreement, dated as of March 31, 2017 (the “Credit Agreement”), by and among the Grantor and the Lender);

WHEREAS, the Lender has duly authorized the execution, delivery and performance of this Release.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Lender does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Grantor’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Lender, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Lender hereby authorizes the (i) record of this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Lender in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Lender further agrees to execute and deliver to the Grantor, at the Grantor’s request and expense, any and all further documents and instruments as Grantor may reasonably request (at the Lender’s sole cost and expense) (all of which shall be prepared by Grantor without recourse or warranty to Lender and otherwise in form and substance reasonably satisfactory to Lender) in order to confirm this Release and the Grantor’s right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

SUNTRUST BANK,
as Lender

By: Winona W Blevins
Name: Winona W. Blevins
Title: SVF

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 006449 FRAME: 0191

SCHEDULE A
RELEASED TRADEMARKS

Registration Number	Trademark	Registered Owner
85265105	CS SOUS-VIDE	Cuisine Solutions, Inc.
85265056	CS CUISINE SOLUTIONS SOUS VIDE SOUS-VIDE	Cuisine Solutions, Inc.
85264797	CUISINE SOLUTIONS SOUS VIDE	Cuisine Solutions, Inc.

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