

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination/Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		12/28/2018	National Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flagship Young Guns LLC		
<b>Street Address:</b>	6455 South Yosemite Street		
<b>Internal Address:</b>	Suite 140		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86829339	YOUNG GUNS	
<b>Serial Number:</b>	86225060	YOUNG GUNS PRODUCE HATCH GREEN CHILE FLA	
<b>Serial Number:</b>	86226066	HOLIDAY BLEND	
<b>Serial Number:</b>	86574834	HATCH CHILE FACTORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	devin.rodriques@clarivate.com		
<b>Correspondent Name:</b>	Anne Giacomini		
<b>Address Line 1:</b>	1700 Lincoln Street, Suite 140		
<b>Address Line 2:</b>	Bryan Cave Leighton Paisner LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80203		
<b>NAME OF SUBMITTER:</b>	Anne Giacomini		
<b>SIGNATURE:</b>	/Devin Rodrigues/		
<b>DATE SIGNED:</b>	01/07/2019		
<b>Total Attachments: 8</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other National Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 28, 2018

- Assignment
- Security Agreement
- Other Termination/Release
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Flagship Young Guns LLC

Street Address: 6455 South Yosemite Street, Suite 140

City: Greenwood Village

State: CO

Country: USA Zip: 80111

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A to Termination and Release.

See Schedule A to Termination and Release.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A to Termination and Release.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Anne Giacomini

Internal Address: Bryan Cave Leighton Paisner LLP

Street Address: 1700 Lincoln Street, Suite 4100

City: Denver

State: CO Zip: 80203

Phone Number: 303-866-0246

Docket Number: \_\_\_\_\_

Email Address: anne.giacomini@bclplaw.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

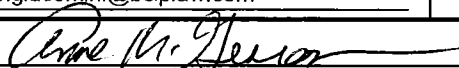
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

01/04/2019

Date

Anne Giacomini

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

December 28, 2018

WHEREAS, (a) FLAGSHIP FOOD GROUP LLC, a Delaware limited liability company, (b) SATARIA ACQUISITION LLC, a Delaware limited liability company, (c) FLAGSHIP FOOD GROUP NORTH AMERICA LLC, a Delaware limited liability company, (d) FOC ACQUISITION LLC, a Delaware limited liability company, (e) D B B MARKETING COMPANY, a California corporation, (f) EXCELLINE FOOD PRODUCTS, LLC, a Delaware limited liability company, (g) GLUTENFREEDA FLAGSHIP, LLC, a Delaware limited liability company, and (h) FLAGSHIP YOUNG GUNS LLC, a Delaware limited liability company (collectively, the “Companies”) are parties to (i) that certain Pledge and Security Agreement, dated as of April 14, 2017 (as heretofore amended, modified or supplemented, the “Security Agreement”), among the Companies, the other grantors party thereto, and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (the “Agent”), and (ii) that certain Intellectual Property Security Agreement, dated as of May 5, 2017, as amended by that certain Amendment and Joinder to Intellectual Property Security Agreement, dated as of September 13, 2017, as further amended by that certain Amendment and Joinder to Intellectual Property Security Agreement, dated as of June 21, 2018 (collectively, the “IP Security Agreement” and, together with the Security Agreement, the “Agreements”), among the Companies and the Agent, pursuant to which the Companies granted a security interest (the “Security Interest”) in all of the Companies’ right, title and interest in and to the Trademarks (as defined in the IP Security Agreement) and all Proprietary Collateral (as defined in the IP Security Agreement) related thereto, including without limitation the trademark registrations and trademark applications set forth on the attached Schedule A, all to the extent set forth in the Agreements;

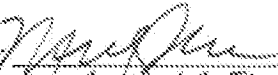
WHEREAS, the IP Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on (i) May 22, 2017, at Reel 6065, Frame 0170; (ii) September 14, 2017, at Reel 6161, Frame 0445; and (iii) June 28, 2018, at Reel 6366, Frame 0080; and

WHEREAS, all of the obligations secured by the Security Interest have been fully paid and satisfied and the Agent desires to release the Security Interest.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the Agent, without warranty or recourse of any kind, hereby releases its Security Interest held in the Trademarks and all Proprietary Collateral related thereto, including without limitation the trademark registrations and trademark applications set forth on Schedule A, and hereby (i) terminates all of its rights, powers, privileges and remedies under the Agreements with respect to the Trademarks and all Proprietary Collateral related thereto, (ii) re-conveys, re-transfers and sets over to the Companies, as applicable, any right, title or interest that the Agent may have acquired in the Trademarks and all Proprietary Collateral related thereto, together with all the goodwill associated therewith, and (iii) releases the Companies from all covenants, obligations, liabilities and warranties under the Agreements related to the Trademarks and all Proprietary Collateral related thereto.

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JPMORGAN CHASE BANK, N.A.,  
Individually and as Administrative Agent

By:   
Name: MICHAEL BLUE  
Title: EXECUTIVE DIRECTOR

**Schedule A**

List of U.S. Registered Trademarks (and Applications therefor)

**(Recorded on May 22, 2017, at Reel 6065, Frame 0170)**

#	Owner	Trademark	Application No.	Application Date	Registration No.	Date of Registration
1.	Flagship Food Group LLC	FLAGSHIP (and Design)	85/573802	March 19, 2012	4,384,973	August 13, 2013
2.	Flagship Food Group LLC	FLAGSHIP FOOD GROUP	85/548794	February 21, 2012	4,388,943	August 20, 2013
3.	Flagship Food Group LLC	FLAGSHIP LOGISTICS	85/548820	February 21, 2012	4,388,944	August 20, 2013
4.	Flagship Food Group LLC	JOIN IN OUR PASSION	85/837615	January 31, 2013	4,438,989	November 26, 2013
5.	Flagship Food Group LLC	FLAGSHIP FOOD GROUP	85/674504	July 11, 2012	4,526,390	May 6, 2014
6.	Flagship Food Group LLC	THREE SIXTY PACKAGING	86/196375	February 18, 2014	4,722,328	April 21, 2015
7.	Flagship Food Group LLC	FLAGSHIP THREE SIXTY PACKAGING	86/196386	February 18, 2014	4,722,329	April 21, 2015
8.	Flagship Food Group LLC	LILLY B'S	86/612645	April 28, 2015		
9.	Flagship Food Group North America LLC	505 SOUTHWESTERN (Stylized)	75/739072	June 29, 1999	2,577,049	June 11, 2002
10.	Flagship Food Group North America LLC	CHRIS' & PITT'S	72/214514	March 19, 1965	816,704	October 11, 1966
11.	Flagship Food Group North America LLC	EXCELLINE	74/598038	November 14, 1994	1,931,509	October 31, 1995
12.	Flagship Food Group North America LLC	T.J. FARMS	75/033552	December 18, 1995	2,201,703	November 3, 1998
13.	Flagship Food Group North America LLC	505 SOUTHWESTERN	77/406241	February 26, 2008	3,807,559	June 22, 2010

#	Owner	Trademark	Application No.	Application Date	Registration No.	Date of Registration
14.	Flagship Food Group North America LLC	HAILEY'S HARVEST	77/194162	May 31, 2007	3,375,728	January 29, 2008
15.	Flagship Food Group North America LLC	HAILEY'S HARVEST	77/194201	May 31, 2007	3,864,770	October 19, 2010
16.	Flagship Food Group North America LLC	GOOD FAITH	85/456219	October 26, 2011	4,358,688	June 25, 2013
17.	Flagship Food Group North America LLC	ALL AMERICAN SALSA	85/843523	February 7, 2013	4,472,423	January 21, 2014
18.	Flagship Food Group North America LLC	TAKE IN . . . DON'T TAKE OUT	85/662367	June 26, 2012	4,580,679	August 5, 2014
19.	Flagship Food Group North America LLC	SU MING TAKE IN. . . DON'T TAKE OUT (and Design)	85/662371	June 26, 2012	4,580,680	August 5, 2014
20.	Flagship Food Group North America LLC	SU MING (and Design)	85/662373	June 26, 2012	4,580,681	August 5, 2014
21.	Flagship Food Group North America LLC	OH BOY! OH BOY! BRAND (and Design)	86/159123	January 7, 2014	4,533,759	May 20, 2014
22.	Flagship Food Group North America LLC	COMIDA DEL SOL EVERYTHING UNDER THE SUN (and Design)	85/983364	June 16, 2011	4,693,054	February 24, 2015
23.	Flagship Food Group North America LLC	T J FARMS SELECT	86/299394	June 3, 2014	4,750,830	June 9, 2015
24.	Flagship Food Group North America LLC	505 SOUTHWESTERN (and Design)	86/483136	December 17, 2014	4,947,283	April 26, 2016
25.	Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIWRAPS	86/978465	February 23, 2015	4,948,077	April 26, 2016
26.	Flagship Food Group North America LLC	505 SOUTHWESTERN	86/483140	December 17, 2014	4,947,284	April 26, 2016

[Termination and Release of Security Interest in Trademarks - Schedule A]

**TRADEMARK**  
**REEL: 006518 FRAME: 0199**

#	Owner	Trademark	Application No.	Application Date	Registration No.	Date of Registration
27.	Flagship Food Group North America LLC	505 SOUTHWESTERN MEXILUPA	86/965919	April 6, 2016		
28.	Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIBOWLS	86/891546	January 29, 2016		
29.	Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIDILLA	87/061060	June 6, 2016		
30.	Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIPIZZA	87/272989	December 19, 2016		
31.	Flagship Food Group North America LLC	505 SOUTHWESTERN STREET TACOS	87/061234	June 6, 2016		

[Termination and Release of Security Interest in Trademarks - Schedule A]

**TRADEMARK**  
**REEL: 006518 FRAME: 0200**




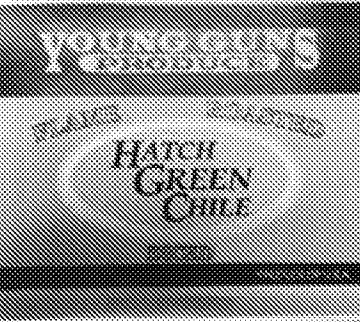
(Recorded on September 14, 2017, at Reel 6161, Frame 0445)

#	Owner	Trademark	Application No.	Application Date	Registration No.	Date of Registration
1.	Glutenfreeda Flagship, LLC	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS THAN 5 PPM 100% DEDICATED FACILITY (and Design)	85628410	May 17, 2012	4385235	August 13, 2013
2.	Glutenfreeda Flagship, LLC	GLUTENFREEDA	77790675	July 27, 2009	3871302	November 2, 2010
3.	Glutenfreeda Flagship, LLC	GLUTENFREEDA (and Design)	77790685	July 27, 2009	3871303	November 2, 2010
4.	Glutenfreeda Flagship, LLC	GLUTENFREEDA	78870408	April 26, 2006	3378634	February 5, 2008
5.	Glutenfreeda Flagship, LLC	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHAT WE DO	85628127	May 17, 2012	4254079	December 4, 2012

[Termination and Release of Security Interest in Trademarks - Schedule A]

**TRADEMARK**  
**REEL: 006518 FRAME: 0201**

(Recorded on June 28, 2018, at Reel 6366, Frame 0080)

#	Owner	Trademark	Serial No.	Application Date	Registration No.	Date of Registration
1.	Flagship Young Guns LLC		86829339	November 23, 2015	--	--
2.	Flagship Young Guns LLC		86225060	March 18, 2014	--	--
3.	Flagship Young Guns LLC	HOLIDAY BLEND	86226066	March 19, 2014	5355360	December 12, 2017
4.	Flagship Young Guns LLC	HATCH CHILE FACTORY	86574834	March 24, 2015	--	--

[Termination and Release of Security Interest in Trademarks - Schedule A]