

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501755

<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>
BSP Agency, LLC (successor in interest to Triangle Mezzanine Fund, LLLP) as agent		11/19/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Frozen Specialties, Inc.		
<b>Street Address:</b>	8600 South Wilkinson Way, Suite G		
<b>City:</b>	Perrysburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43551		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3648066	FSI	
<b>Registration Number:</b>	2691744	DELIBITES	
<b>Registration Number:</b>	2821811	DELI BITES	
<b>Registration Number:</b>	2755028	SHRIMP BITES	
<b>Registration Number:</b>	2745345	RISING SLICES	
<b>Registration Number:</b>	2696829	BURGER BITES	
<b>Registration Number:</b>	2425543	MORNING BITES	
<b>Registration Number:</b>	2116332	FSI	
<b>Registration Number:</b>	1903731	PIZZA FINGERS	
<b>Registration Number:</b>	1870710	CRAB BITES	
<b>Registration Number:</b>	1720533	EGG ROLL BITES	
<b>Registration Number:</b>	1593255	PIZZA BITES	
<b>Registration Number:</b>	1261356	PIZZA BITES	
<b>Registration Number:</b>	1097642	FOX DE LUXE	
<b>Registration Number:</b>	0965688	MR. P'S	
<b>Registration Number:</b>	0676421	GW	
<b>Registration Number:</b>	4246594	SIMPLY FOR YOU	

OP \$465.00 3648066

Property Type	Number	Word Mark
Registration Number:	4522466	MR. P'S
<b>CORRESPONDENCE DATA</b>		
Fax Number:	3036293450	
<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:	303-629-3400	
Email:	burtner.jody@dorsey.com	
Correspondent Name:	Dorsey & Whitney LLP	
Address Line 1:	1400 Wewatta Street	
Address Line 2:	IP Department	
Address Line 4:	Denver, COLORADO 80202-5549	
ATTORNEY DOCKET NUMBER:	426575-136	
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal	
SIGNATURE:	/Jody L. Burtner/	
DATE SIGNED:	12/12/2018	
<b>Total Attachments: 4</b>		
source=BSP to FSI Termination of Security Interest in Trademarks#page1.tif		
source=BSP to FSI Termination of Security Interest in Trademarks#page2.tif		
source=BSP to FSI Termination of Security Interest in Trademarks#page3.tif		
source=BSP to FSI Termination of Security Interest in Trademarks#page4.tif		

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Termination**”) is executed as of November 19, 2018, by BSP Agency, LLC (as successor in interest to Triangle Mezzanine Fund, LLLP)(“**Agent**”), with reference to (i) the Trademark Security Agreement, executed by Agent and Frozen Specialties, Inc. (“**Company**”), dated as of July 30, 2009, which was recorded with the United States Patent and Trademark Office on August 7, 2009 at reel/frame number 4039/0595 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the “**2009 Agreement**”), (ii) the Amendment to Trademark Security Agreement, executed by Agent and Company, dated December 19, 2012, which was recorded with the United States Patent and Trademark Office on January 2, 2013 at reel/frame number 4933/0600 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the “**2012 Agreement**”) and (iii) the Amended and Restated Patent and Trademark Security Agreement, executed by Agent and Company, dated December 21, 2015, which was recorded with the United States Patent and Trademark Office on December 30, 2015, at reel/frame number 5699/0064 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the “**2015 Agreement**” and collectively with the 2009 Agreement, the 2012 Agreement and the 2015 Agreement, the “**Security Agreement**”). Initially capitalized terms not defined in this Termination shall have the meanings set forth in the Security Agreement.

WHEREAS, the Company granted Agent, on behalf of itself and the Lenders, under the terms of the Security Agreement, in conjunction with that certain Loan and Security Agreement dated as of July 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), a lien on and continuing security interest in favor of Agent, on behalf of itself and the Lenders, in and to all rights, title and interest in the Trademark Collateral (as that term is defined in the Security Agreement), including, without limitation, the trademarks listed in Exhibit A attached hereto (collectively, the “**Company Trademarks**”) and all of the goodwill of the business connected with the use of, and symbolized by the Company’s trademarks.

WHEREAS, Agent, on behalf of itself and the Lenders, has agreed to terminate and release its collateral pledge, grant, assignment, Security Interest, lien and all right, title and interest in all such Company Trademarks as herein provided.

For good and valuable consideration, receipt of which is hereby acknowledged, Agent, on behalf of itself and the Lenders, hereby:

1. releases, cancels, terminates and discharges the Security Interest granted to Agent, on behalf of itself and the Lenders, by Company with respect to the Company Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by the Company’s trademarks; and
2. to the extent Agent, for itself and the Lenders, shall be deemed to have any right, title or interest in the Company Trademarks, retransfers, reconveys and reassigns to Company all of the right, title and interest in such intellectual property,


including the Security Interest and any other liens, in each case without recourse and without representation or warranty of any kind whatsoever.

Agent hereby authorizes and requests that the Commissioner for Patents and Trademarks and any other governmental official record this Termination.

IN WITNESS WHEREOF, the undersigned has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BSP AGENCY, LLC

By: Benefit Street Partners L.L.C., its sole member

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

Name: Ira Wishe

Title: Authorized Signer

*(Signature Page to Termination and Release of Security Interest in Trademarks)*

**TRADEMARK**  
**REEL: 006549 FRAME: 0830**

EXHIBIT A

TRADEMARKS

<b>Trademark</b>	<b>Database</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
FSI	U.S. Federal	77126719	09-MAR-2007	3648066	30-JUN-2009
DELIBITES	U.S. Federal	<u>76393154</u>	10-APR-2002	<u>2691744</u>	25-FEB-2003
DELI BITES	U.S. Federal	76339027	16-NOV-2001	2821811	9-MAR-2004
SHRIMP BITES	U.S. Federal	<u>76242542</u>	18-APR-2001	<u>2755028</u>	26-AUG-2003
RISING SLICES	U.S. Federal	<u>76197674</u>	22-JAN-2001	<u>2745345</u>	29-JUL-2003
BURGER BITES	U.S. Federal	<u>76172512</u>	29-NOV-2000	<u>2696829</u>	11-MAR-2003
MORNING BITES	U.S. Federal	<u>75504391</u>	18-JUN-1998	<u>2425543</u>	30-JAN-2001
FSI	U.S. Federal	75216608	20-DEC-1996	2116332	25-NOV-1997
PIZZA FINGERS	U.S. Federal	74460976	22-NOV-1993	1903731	04-JUL-1995
CRAB BITES	U.S. Federal	74271686	04-MAY-1992	1870710	27-DEC-1994
EGG ROLL BITES	U.S. Federal	74202602	12-SEP-1991	1720533	29-SEP-1992
PIZZA BITES	U.S. Federal	73815427	28-JUL-1989	1593255	24-APR-1990
PIZZA BITES	U.S. Federal	73366085	24-MAY-1982	1261356	13-DEC-1983
FOX DE LUXE	U.S. Federal	73126351	25-MAY-1977	1097642	25-JUL-1978
MR. P'S	U.S. Federal	72414946	08-FEB-1972	0965688	07-AUG-1973
GW	U.S. Federal	72043751	10-JAN-1958	0676421	31-MAR-1959
SEÑOR P'S	Mexico	725327	27-JUN-2005	917915	30-JAN-2006
SIMPLY FOR YOU	U.S. Federal	<u>85238023</u>	09-FEB-2011	<u>4246594</u>	20-NOV-2012
MR. P'S	U.S. Federal	<u>85549799</u>	22-FEB-2012	<u>4522466</u>	29-APR-2014
MR. P'S	Mexico	32425	15-APR-1998	586451	31-AUG-1998