

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM519243

|   |  |                       |                             |
|---|--|-----------------------|-----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                             |
| <b>NATURE OF CONVEYANCE:</b>  | Release of First Lien recorded at Reel/Frame 6474/0502 |                       |                             |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                             |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>          |
| Barclays Bank PLC   |  | 04/12/2019            | Corporation: UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                             |
| <b>Name:</b>  | Attune Foods, LLC                                      |                       |                             |
| <b>Street Address:</b>  | 2545 Prairie Road                                      |                       |                             |
| <b>City:</b>  | Eugene   |                       |                             |
| <b>State/Country:</b>   | OREGON   |                       |                             |
| <b>Postal Code:</b>   | 97402  |                       |                             |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                    |                       |                             |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                             |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                             |
| <b>Registration Number:</b>   | 3229842  | EREWON                |                             |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                             |
| <b>Fax Number:</b>  | 3146673633   |                       |                             |
| <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>   | 314-552-6000   |                       |                             |
| <b>Email:</b>   | ipdocket@thompsoncoburn.com                            |                       |                             |
| <b>Correspondent Name:</b>  | Thomas A. Polcyn                                       |                       |                             |
| <b>Address Line 1:</b>  | One US Bank Plaza                                      |                       |                             |
| <b>Address Line 2:</b>  | Thompson Coburn LLP                                    |                       |                             |
| <b>Address Line 4:</b>  | St. Louis, MISSOURI 63101                              |                       |                             |
| <b>NAME OF SUBMITTER:</b>   | Thomas A. Polcyn                                       |                       |                             |
| <b>SIGNATURE:</b>   | /thomas a. polcyn/                                     |                       |                             |
| <b>DATE SIGNED:</b>   | 04/16/2019   |                       |                             |
| <b>Total Attachments: 3</b>   |  |                       |                             |
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| source=First Lien#page2.tif   |  |                       |                             |
| source=First Lien#page3.tif   |  |                       |                             |

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## RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARK

This Release of First Lien Security Interest in Specified Trademark (this "Release"), dated as of April 12, 2019, is made by BARCLAYS BANK PLC, as collateral agent (in such capacity, the "Collateral Agent"), in favor of ATTUNE FOODS, LLC (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties to that certain First Lien Pledge and Security Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed in favor of the Collateral Agent that certain First Lien Trademark Security Agreement, dated as of October 1, 2018 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on October 3, 2018 at Reel/Frame 6474/0502;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of its Secured Obligations, the Grantor pledged, mortgaged, hypothecated and granted to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (the "Released Collateral"): (i) the service mark registration listed on Schedule A hereto and the goodwill of the business symbolized thereby; (ii) all renewals thereof; (iii) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing;

WHEREAS, the Grantor has informed the Administrative Agent that it intends to Dispose of the Released Collateral and that such Disposition is permitted pursuant to Section 6.07(t) of the Credit Agreement; and

WHEREAS, in reliance upon such information and pursuant to 7.12(b) of the Security Agreement, the Collateral Agent has agreed to execute and deliver this Release in order to evidence the release of the security interest granted to the Collateral Agent in the Released Collateral and recorded at the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges all of its security interest in the Released Collateral, without representation, warranty or recourse of any kind or nature.

This Release is applicable solely with respect to the Released Collateral and not to any other Trademark Collateral (as defined in the Trademark Security Agreement) or any other collateral arising under the Security Agreement (collectively, the "Retained Collateral"). The Collateral Agent's security interest, liens, rights, remedies and other interests in the Retained Collateral shall not be, and shall not be deemed to be, modified, interrupted or otherwise impaired in any respect by this Release. The Grantor shall continue to be a "Grantor" under the Security Agreement and the Trademark Security Agreement.

This Release and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance hereof or the transactions contemplated hereby, unless otherwise expressly set forth herein, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

*[Signature page follows]*

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

**BARCLAYS BANK PLC**, as Collateral Agent

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

Name: May Huang

Title: Assistant Vice President

*Signature Page to Release of First Lien Security Interest in Specified Trademark*

**TRADEMARK**  
**REEL: 006619 FRAME: 0748**

**SCHEDULE A**

| <u>Country</u>              | <u>Trademark</u> | <u>Status</u> | <u>App. Ser.<br/>No.</u> | <u>Filing<br/>Date</u> | <u>Reg.<br/>Number</u> | <u>Reg.<br/>Date</u> |
|-----------------------------|------------------|---------------|--------------------------|------------------------|------------------------|----------------------|
| United States<br>of America | EREWON           | Registered    | 78/911342                | 06/19/2006             | 3229842                | 04/17/2007           |

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**RECORDED: 04/16/2019**

**TRADEMARK  
REEL: 006619 FRAME: 0749**