

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522259

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|---|--|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY RELEASE REEL/FRAME 6589_0980 | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent | | 05/03/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CTI FOODS HOLDING CO., LLC | | |
| Street Address: | 3405 E. Overland Road, Suite 360 | | |
| City: | Meridian | | |
| State/Country: | IDAHO | | |
| Postal Code: | 83642 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5411028 | CTI FOODS | |
| Registration Number: | 5692493 | CHEF TRUSTED INNOVATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | MELONY SOT | | |
| Address Line 1: | 1025 VERMONT AVE NW, SUITE 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | WASHINGTON, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1077767 TM RL Exit | | |
| NAME OF SUBMITTER: | Theresa Volano | | |
| SIGNATURE: | /Theresa Volano/ | | |
| DATE SIGNED: | 05/06/2019 | | |
| Total Attachments: 8 | | | |

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INTELLECTUAL PROPERTY RELEASE

THIS INTELLECTUAL PROPERTY RELEASE (this “Release”) is made as of May 3, 2019, by and between CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent, and CTI FOODS HOLDING CO., LLC, a Delaware limited liability company, CTI SAGINAW I, LLC, a Delaware limited liability company, and LIGURIA FOODS, LLC, a Delaware limited liability company, as successor to LIGURIA FOODS, INC., each as a Grantor and collectively as the Grantors. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the DIP Security Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Agreement, dated as of March 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among CTI FOODS HOLDING CO., LLC, a Delaware limited liability company and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, CHEF HOLDINGS, INC., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“Holdings”), the other Subsidiaries of Holdings from time to time party thereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, the lending institutions from time to time parties thereto and the Collateral Agent (the “DIP Credit Agreement”), the Grantors entered into (i) that certain Pledge and Security Agreement, dated as of March 13, 2019 by and among the Grantors, the Collateral Agent and certain other parties thereto (the “DIP Security Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of March 13, 2019 between the Grantors and the Collateral Agent (the “DIP IP Security Agreement”) recorded at the United States Patent and Trademark Office on March 13, 2019 at Reel/Frame 6589/0980 and Reel/Frame 048586/0671, in each case, pursuant to which the Grantors granted a security interest in certain Intellectual Properties of the Grantors to the Collateral Agent; and

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto:

1. The Collateral Agent hereby releases its entire lien on and security interest in all of the Grantors’ right, title and interest in, to and under (i) Grantors’ Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) Grantors’ Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) Grantors’ Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the DIP Security Agreement) (the “Intellectual Property”), and authorizes the recordation of this Release with the United States Patent and Trademark Office.

2. The Collateral Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in, to and under the Intellectual Property and the Collateral Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantors to the Collateral Agent over the Intellectual Property pursuant to the DIP Security Agreement and the DIP IP Security Agreement.

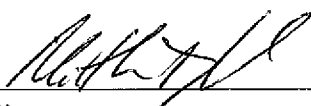
3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent**

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel




CTI FOODS HOLDING CO., LLC
CTI SAGINAW I, LLC
LIGURIA FOODS, LLC,
each as a Grantor,


By: 
Name: John Zabala
Title: Treasurer

Schedule I
Trademarks

U.S. Trademark Registrations

1. Registrations

| No. | Mark | Status | Reg. No. / App. No. | Reg. Date / App. Date / Renewal date | Owner |
|-----|---|------------|------------------------|---|----------------------------------|
| 1. | CTI Foods (& Design)  | Registered | 5411028 | 02/27/2018 | CTI Foods Holding Co., LLC |
| 2. | LIGURIA FOODS EST. 1974 (& Design)  | Registered | 5442067 | 04/10/2018 | Liguria Foods, Inc. |
| 3. | LIGURIA FOODS (& Design)  | Registered | 4595883 | 09/02/2014 | Liguria Foods, Inc. |

| No. | Mark | Status | Reg. No. / App. No. | Reg. Date / App. Date / Renewal date | Owner |
|-----|--|------------|------------------------|---|----------------------------------|
| 4. | LIGURIA | Registered | 4022326 | 09/06/2011 | Liguria Foods, Inc. |
| 5. | BEIRMEISTER | Registered | 3711972 | 11/17/2009 | Liguria Foods, Inc. |
| 6. | GRATIFICA | Registered | 3714813 | 11/24/2009 | Liguria Foods, Inc. |
| 7. | LIGURIA LIGURIA (& Design)  | Registered | 1690370 | 06/02/1992 Renewed: 06/02/2012 | Liguria Foods, Inc. |
| 8. | LIGURIA | Registered | 1670852 | 12/31/1991 Renewed: 12/31/2011 | Liguria Foods, Inc. |
| 9. | CHEF TRUSTED INNOVATION | Registered | 5692493 | 03/05/2019 | CTI Foods Holding Co., LLC |
| 10. | AQUILA D'ORO (& Design)  | Registered | 0342328 | 01/12/1937 Renewed: 01/12/2017 | Liguria Foods, Inc. |

2. Applications

None.

Schedule II
Patents

United States Patent Registrations

1. Registrations

| No. | TITLE | Reg. No. | Issue Date | App. No. | Filing Date | Owner |
|-----|---|----------|------------|----------|-------------|--------------------|
| 1. | METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT | 7074444 | 07/11/2006 | 10300197 | 11/19/2002 | CTI SAGINAW I, LLC |
| 2. | METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT | 7029716 | 04/18/2006 | 10745365 | 12/23/2003 | CTI SAGINAW I, LLC |
| 3. | APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT | 6220150 | 04/24/2001 | 09641754 | 08/16/2000 | CTI SAGINAW I, LLC |
| 4. | METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT | 6482457 | 11/19/2002 | 09640297 | 08/16/2000 | CTI SAGINAW I, LLC |
| 5. | METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT | RE41885 | 10/26/2010 | 12148108 | 04/16/2008 | CTI SAGINAW I, LLC |

2. Applications

None.

Schedule III
Copyrights

United States Copyright Registrations

1. Registrations

None.

2. Applications

None.