

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spring Street Partners - II, L.P.		03/04/2015	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Empire Kosher Poultry, Inc.		
Street Address:	Rural Route 5, Box 228		
City:	Mifflintown		
State/Country:	PENNSYLVANIA		
Postal Code:	17059		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1265164	EMPIRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5165875713		
Email:	IP@hain.com		
Correspondent Name:	Jessica Rosenthal		
Address Line 1:	1111 Marcus Ave.		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Jessica Rosenthal		
SIGNATURE:	/JessicaRosenthal/		
DATE SIGNED:	05/09/2019		
Total Attachments: 6			
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CH \$40.00 1265164

March 4, 2015

Empire Kosher Poultry, Inc.
R.R. 5 – Box 228
Mifflintown, PA 17059
Attention: Chief Financial Officer

Re: Empire Kosher Poultry, Inc.

Ladies and Gentlemen:

Reference is made to that certain Third Amended and Restated Credit Agreement, dated as of May 14, 2010 (the "Credit Agreement"), by and among Empire Kosher Poultry, Inc., a Delaware corporation (the "Borrower"), its Subsidiaries (as defined therein) from time to time party thereto, the lenders from time to time party thereto, and Spring Street Partners – II, L.P., a Delaware limited partnership, as administrative agent for itself and the other lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

The Administrative Agent has been informed that the Borrower intends to prepay (i) all amounts due under Term Loan A outstanding, together with all accrued and unpaid interest and fees with respect thereto and (ii) all amounts due under Term Loan B outstanding, together with all accrued and unpaid interest and fees with respect thereto and all other Credit Obligations then outstanding (collectively, the "Indebtedness"). As of March 4, 2015, the total amount of the Indebtedness outstanding is set forth on Exhibit A hereto (the "Total Payoff Amount"). The Administrative Agent, on behalf of itself and each other Lender, hereby waives the five days' notice requirement with respect to voluntary prepayments set forth in Section 4.3 of the Credit Agreement.

The Administrative Agent's receipt of the Total Payoff Amount (and any applicable per diem charges as set forth on Exhibit A hereto) shall constitute payment in full of all of the Indebtedness. At such time as the Administrative Agent receives the Total Payoff Amount (and any applicable per diem charges as set forth on Exhibit A hereto), each Lender's commitments to extend further credit to the Borrower shall terminate, the Credit Obligations of the Borrower and all other Obligors and all Credit Documents shall terminate, and all liens and security interests in or on any assets of any Borrower or any Obligor in favor of the Administrative Agent for the benefit of the Lenders (the "Lender Liens") shall be deemed to be fully terminated and released.

When the Administrative Agent has received the Total Payoff Amount, Borrower and its attorneys or other designees shall be authorized to file UCC termination statements and releases in respect of the Lender Liens with the appropriate filing offices, including, without limitation, termination statements for the UCC financing statements or releases listed on Exhibit B hereto, and the Administrative Agent will cause to be promptly delivered to Borrower originally executed and notarized releases of any mortgage documents and intellectual property security agreements filed for record by the Administrative Agent, certificated securities and other instruments held as collateral.

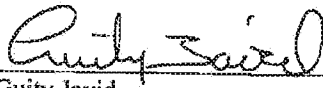
The Administrative Agent agrees to take such further actions and execute and deliver such other documents and agreements as may be reasonably required to further evidence the termination of the Indebtedness and the release of any and all Lender Liens.

[SIGNATURE PAGE FOLLOWS]

Sincerely,

Spring Street Partner -- II, L.P., as Administrative Agent

By: Spring Street Capital, L.L.C., its General Partner

By: 

Name: Guity Javid

Title: Authorized Signatory

[Signature Page to Payoff Letter]

Exhibit A

Principal amount of Term Loan A:	\$ 0
Interest for Term Loan A:	\$ 0
Term Loan A Payoff Amount:	\$ 0
Principal amount of Term Loan B:	\$17,883,127.00
Interest for Term Loan B: for closing on March 4, 2015	\$17,638.16
Term Loan B Payoff Amount:	\$17,883,127.00
Total Payoff Amount:	\$17,900,765.16
Term A Loan Per Diem Amount for each day after March 4, 2015:	\$ 0
Term B Loan Per Diem Amount for each day after March 4, 2015:	\$4,409.54

Exhibit B

UCC Termination Statements/Releases

DATE OF FILING	DEBTOR	JURISDICTION	FILE NO.
5/14/2010	EK Holdings, Inc.	DE	20101705148
5/14/2010	Empire Kosher Poultry, Inc.	DE	20101704927
5/14/2010	Mattern's Hatchery, Inc.	PA	2010051701997
5/14/2010	Mattern's Hatchery, Inc.	PA	2010051701985

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