

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544913

<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>
John Hancock Life Insurance Company		09/30/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shamrock Foods Company		
<b>Street Address:</b>	3800 North Central Avenue, Suite 460		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85012		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 81</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1625386	SHAMROCK	
<b>Registration Number:</b>	1618160	SHAMROCK FOODS COMPANY	
<b>Registration Number:</b>	1629594	SHAMROCK FOODS COMPANY	
<b>Registration Number:</b>	1922298	SHAMROCK FARMS	
<b>Registration Number:</b>	1932926		
<b>Registration Number:</b>	2011418		
<b>Registration Number:</b>	2184191	XTREME	
<b>Registration Number:</b>	2229165	TRIFOGLIO	
<b>Registration Number:</b>	2305634	TRIFOGLIO	
<b>Registration Number:</b>	2313683		
<b>Registration Number:</b>	2315949	MMMMILK	
<b>Registration Number:</b>	2412585		
<b>Registration Number:</b>	2425043	SHAMROCK FARMS	
<b>Registration Number:</b>	2449115	EMERALD VALLEY RANCH	
<b>Registration Number:</b>	2449116		
<b>Registration Number:</b>	2526483	SHAMROCK	
<b>Registration Number:</b>	2839233	DELIVERING SATISFACTION	
<b>Registration Number:</b>	2916744		
<b>Registration Number:</b>	3081922	SHAMROCK FARMS REAL FARM. REAL FRESH.	
<b>TRADEMARK</b>			

CH \$2040.00 1625386

Property Type	Number	Word Mark
Registration Number:	3154926	TRIFOGLIO
Registration Number:	3177653	
Registration Number:	3237992	TRIFOGLIO
Registration Number:	3268944	SMART SOLUTIONS
Registration Number:	3340797	
Registration Number:	3349246	
Registration Number:	3372074	ENVIRABLE
Registration Number:	3460825	SUREHEAT
Registration Number:	3523550	SMART FIT BOTTLE
Registration Number:	3524703	SHAMROCKERS
Registration Number:	3656059	
Registration Number:	3670760	ROCKIN' REFUEL
Registration Number:	3914011	SAVORY VALLEY
Registration Number:	3914013	GOLD CANYON
Registration Number:	3941596	CAFÉ COMPLEMENTS
Registration Number:	4136339	SHAMROCK FOODS FOODSERVICE WAREHOUSE
Registration Number:	4151274	REGAL CREST FARMS. WHERE FRESHNESS COMES
Registration Number:	4177064	GOLD CANYON GOURMET ANGUS. TASTE THE GOL
Registration Number:	4214784	GOLD CANYON
Registration Number:	4341286	GOLD CANYON GOURMET PORK
Registration Number:	4341287	GOLD CANYON GOURMET ANGUS
Registration Number:	4477204	
Registration Number:	4484940	BRITE 'N GOLD
Registration Number:	4484989	ASPEN GOLD
Registration Number:	4488054	REGAL CREST FARMS
Registration Number:	4490885	REGAL · CREST · FARMS
Registration Number:	4538402	GOLD CANYON NATURAL RESERVE ANGUS
Registration Number:	4655916	SHAMROCK FARMS REAL. FRESH. IDEAS.
Registration Number:	4659176	SHAMROCK FOODS EXPO
Registration Number:	5133500	SO PURE. SO FRESH. SO SHAMROCK.
Registration Number:	5275805	GOLD CANYON MEAT CO. EST. 1971
Registration Number:	5275809	GOLD CANYON MEAT CO.
Registration Number:	5385176	GOLD CANYON PREMIUM ANGUS
Registration Number:	5390641	EMERALD VALLEY RANCH
Registration Number:	5390642	EMERALD VALLEY RANCH
Registration Number:	5398349	MENU WIZARD
Registration Number:	5434434	SHAMROCK FARMS
Registration Number:	5473482	GOLD CANYON MEAT CO. EST. 1971

Property Type	Number	Word Mark
Registration Number:	5506590	ARTISANAL PROVISIONS
Serial Number:	86854082	SO PURE. SO FRESH. SO SHAMROCK.
Serial Number:	87396692	PROSYSTEM
Serial Number:	87394072	ROCKIN' LEAN
Serial Number:	87394085	ROCKIN' PROTEIN
Serial Number:	87394094	ROCKIN' REFUEL PROTEIN
Serial Number:	87396687	KITCHENTELLIGENCE
Serial Number:	87633966	FOUR LEAF NITRO COLD BREW
Serial Number:	87669562	RESTAURANT 360 BY SHAMROCK FOODS
Serial Number:	87760728	KITCHENTELLIGENCE
Serial Number:	87910085	SHAMROCK FOODSERVICE WAREHOUSE
Registration Number:	1729605	SHAMROCK FOODS COMPANY
Registration Number:	1730477	
Registration Number:	1760897	SHAMROCK FOODS
Registration Number:	1761590	SHAMROCK FOODS COMPANY
Registration Number:	1761602	SHAMROCK
Registration Number:	1826743	SHAMROCK
Registration Number:	1846288	SHAMROCK
Registration Number:	1848810	SHAMROCK
Registration Number:	1859814	SHAMROCK
Registration Number:	1922299	
Registration Number:	2292306	RATTLE SHAKE
Registration Number:	2292305	RATTLE SHAKE
Registration Number:	3657930	PIERPORT

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** rrice@polsinelli.com

**Correspondent Name:** Rachel A. Rice

**Address Line 1:** 1401 Lawrence Street, Suite 2300

**Address Line 4:** Denver, COLORADO 80202

**NAME OF SUBMITTER:** Rachel A. Rice

**SIGNATURE:** /Rachel A. Rice/

**DATE SIGNED:** 10/11/2019

**Total Attachments: 33**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of September 30, 2019 (“Release”), is made by John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, as Collateral Agent (“Collateral Agent”), in favor of Shamrock Foods Company, an Arizona corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Amended and Restated Security Agreement dated as of April 13, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) and the Amended and Restated Supplemental Security Agreement (Trademarks and Patents) dated as July 3, 2018 (“IP Security Agreement”), Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the IP Collateral (as defined in the IP Security Agreement); and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 2, 2018 at Reel 046695 Frame 0125 (on patents) and July 31, 2018 at Reel 6399 Frame 0163 (on trademarks).

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent hereby:

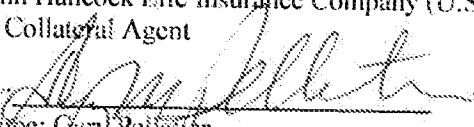
- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Collateral Agent, upon Grantor’s written request and at Grantor’s expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Collateral Agent will, upon Grantor’s request and at Grantor’s expense, execute and deliver a reasonable release of such IP Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the IP Collateral and/or release any interest in the IP Collateral conveyed therein.


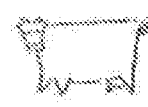


**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.




Collateral Agent:

John Hancock Life Insurance Company (U.S.A.),  
as Collateral Agent

By:   
Name: Gary Pelletier  
Title: VP, Senior Managing Director

**Schedule A**



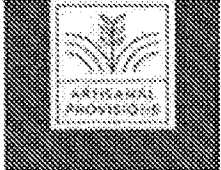
REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design:	 (Class 42)
1,922,298	09-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,932,926	11-07-95	Design:	 (Class 30)
2,011,418	10-29-96	Design:	 (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design:	 (Class 29)


REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
2,315,949	2-8-00	MMB/MILK and Design	 (Class 29)
2,412,385	12-12-00	Design	 (Class 29)
2,425,043	1-30-01	SHAMROCK FARMS	Word Mark (Class 29)
2,449,115	5-8-01	EMERALD VALLEY RANCH	Word Mark (Class 29)
2,449,116	5-8-01	Design	 (Class 29)
2,526,483	01-08-02	SHAMROCK	Word Mark (Class 29)
2,839,233	05-04-04	DELIVERING SATISFACTION	Word Mark (Class 35)
2,916,744	01-04-05	Design	 (Class 35)
3,081,922	04-18-06	SHAMROCK FARMS REAL FARM. REAL FRESH.	Word Mark (Class 35)
3,154,926	10-10-2006	TRIFOGLIO	Word Mark (Class 29)
3,177,653	11-28-06	Design	 (Class 29)
3,257,992	05-01-07	TRIFOGLIO	Word Mark (Class 30)
3,268,944	07-24-07	SMART SOLUTIONS	Word Mark (Class 16)







REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
3,340,797	11-20-07	Design	 (Class 3)
3,349,246	12-04-2007	Design	 (Class 30)
3,372,074	01-23-08	ENVIRABLE	Word Mark (Class 16)
3,460,825	05-29-12	SUREHEAT	Word Mark (Class 4)
3,523,550	10-28-08	SMART FIT BOTTLE	Word Mark (Class 29)
3,524,703	10-28-08	SHAMROCKERS	Word Mark (Class 29)
3,656,059	07-14-09	Design	 (Class 29)
3,670,760	08-18-09	ROCKIN' REFUEL	Word Mark (Class 29)
3,914,011	02-01-11	SAVORY VALLEY	Word Mark (Class 29)
3,914,013	02-01-11	GOLD CANYON	Word Mark (Class 29)
3,941,596	04-05-11	CAFE COMPLEMENTS	Word Mark (Class 29)
4,136,339	05-01-12	SHAMROCK FOODS FOODSERVICE WAREHOUSE	Word Mark (Class 35)
4,151,274	05-29-12	REGAL CREST FARMS. WHERE FRESHNESS COMES NATURALLY.	Word Mark (Class 29)
4,177,064	07-17-12	GOLD CANYON GOURMET ANGUS, TASTE THE GOLD STANDARD	Word Mark (Class 29)
4,214,784	09-25-12	GOLD CANYON	Word Mark (Class 29)
4,341,286	05-28-13	GOLD CANYON GOURMET PORK and Design	 (Class 29)

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
4,341,287	05-28-13	GOLD CANYON GOURMET ANGUS and Design	 (Class 29)
4,477,204	02-04-14	Design	 (Class 3)
4,484,940	02-18-14	BRITE 'N GOLD	Word Mark (Class 29)
4,484,989	02-18-14	ASPEN GOLD	Word Mark (Class 29)
4,488,054	02-24-14	REGAL CREST FARMS	Word Mark (Class 29)
4,490,885	03-04-14	REGAL CREST FARMS and Design	 (Class 29)
4,538,402	05-27-14	GOLD CANYON NATURAL RESERVE ANGUS	Word Mark (Class 29)
4,655,916	12-16-14	SHAMROCK FARMS REAL. FRESH. IDEAS.	Word Mark (Class 35)
4,659,176	12-23-14	SHAMROCK FOODS EXPO and Design	 (Class 35)
5,133,300	1-31-2017	SO PURE. SO FRESH. SO SHAMROCK.	Word Mark (Class 35)
5,275,805	8-29-2017	GOLD CANYON MEAT CO. and Design	 (Class 48)
5,275,809	8-29-2017	GOLD CANYON MEAT CO.	Word Mark (Class 42)
5,385,176	1-23-2018	GOLD CANYON ANGUS and Design	 (Class 29)

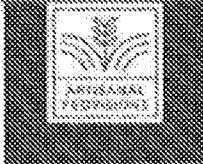

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
5,390,641	1-30-2018	EMERALD VALLEY RANCH and Design	 EMERALD VALLEY RANCH (Class 29)
5,390,642	1-30-2018	EMERALD VALLEY RANCH	Word Mark (Class 29)
5,398,349	2-6-2018	MENU WIZARD	Word Mark (Class 42)
5,434,434	3-27-2018	SHAMROCK FARMS	Word Mark (30)
5,473,482	5-22-2018	GOLD CANYON MEAT CO. and Design	 (Class 29)
5,506,390	7-3-2018	ARTISANAL PROVISIONS and Design	 (Class 35)

PENDING U.S. TRADEMARK APPLICATIONS			
Serial Number	Status	Trademark Name	Trademark Description
86/854,082	Pending	SO PURE. SO FRESH. SO SHAMROCK.	Word Mark (Class 29)
87/396,692	Pending	PROSYSTEM and Design	 (Class 5, 16, 21)
87/394,072	Pending	ROCKIN' LEAN	Word Mark (Class 29)
87/394,085	Pending	ROCKIN' PROTEIN	Word Mark (Class 29)
87/394,094	Pending	ROCKIN' REFUEL	Word Mark (Class 29)
87/396,687	Pending	KITCHENINTELLIGENCE	Word Mark (Class 35, 42, 43)
87/633,966	Pending	FOUR LEAF NITRO COLD BREW	Word Mark (Class 30)
87/669,562	Pending	RESTAURANT 360 BY SHAMROCK FOODS	Word Mark (Class 35)

PENDING U.S. TRADEMARK APPLICATIONS			
Serial Number	Status	Trademark Name	Trademark Description
87760,728	Pending	KITCHENINTELLIGENCE and Design	 KITCHENINTELLIGENCE (Class 35, 42, 43)
87910,085	Pending	SHAMROCK FOODSERVICE WAREHOUSE	Word Mark (class 35)

REGISTERED FOREIGN TRADEMARKS			
Country	Registration Number	Trademark Name	Trademark Description
WIPO	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
China	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
Mexico	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
Philippines	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
WIPO	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
China	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Mexico	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Philippines	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Mexico	1,809,783	GOLD CANYON MEAT CO.	Word Mark (Class 40)
Mexico	1,809,784	GOLD CANYON MEAT CO. and Design	 (Class 40)
Mexico	1,868,139	GOLD CANYON MEAT CO. EST 1971 and Design	 (Class 29)
Mexico	1,868,140	GOLD CANYON PREMIUM ANGUS and Design	 (Class 29)
Mexico	1,873,395	KITCHENINTELLIGENCE	Word Mark (Class 43)
Mexico	1,873,396	KITCHENINTELLIGENCE	Word Mark (Class 35)
Mexico	1,842,355	KITCHENINTELLIGENCE	Word Mark (42)
WIPO	1,362,013	SHAMROCK FARMS	Word Mark (Class 30)

PENDING FOREIGN TRADEMARK APPLICATIONS			
Country	Application Number	Trademark Name	Trademark Description
Mexico	2038799	RESTAURANT 360 BY SHAMROCK FOODS	Word Mark (Class 35)

PENDING FOREIGN TRADEMARK APPLICATIONS			
Country	Application Number	Trademark Name	Trademark Description
Mexico	2022317	ARTISANAL PROVISIONS and Design	 (Class 35)
Mexico		SHAMROCK FARMS	Word Mark (Class 30)
China		SHAMROCK FARMS	Word Mark (Class 30)
Philippines		SHAMROCK FARMS	Word Mark (Class 30)
Mexico	1986116	EMERALD VALLEY RANCH	Word Mark (Class 29)
Mexico	1985999	EMERALD VALLEY RANCH and Design	 (Class 29)

ISSUED PATENTS				
Country	Application Number	Patent Number	Title	Issue Date
US	14/068,162	9,425,983	Crash Prevention System for a Machine Storage and Retrieval Machine	08-16-16

## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

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**WHEREAS**, pursuant to that certain Amended and Restated Security Agreement dated as of April 13, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) and the Amended and Restated Supplemental Security Agreement (Trademarks and Patents) dated as April 13, 2017 (“IP Security Agreement”), Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the IP Collateral (as defined in the IP Security Agreement); and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 27, 2017 at Reel 042169 Frame 0442 (on patents) and April 27, 2017 at Reel 6043 Frame 0896 (on trademarks).

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent hereby:

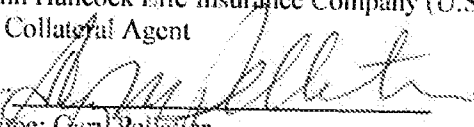
- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Collateral Agent, upon Grantor’s written request and at Grantor’s expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Collateral Agent will, upon Grantor’s request and at Grantor’s expense, execute and deliver a reasonable release of such IP Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the IP Collateral and/or release any interest in the IP Collateral conveyed therein.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.






Collateral Agent:







John Hancock Life Insurance Company (U.S.A.),  
as Collateral Agent

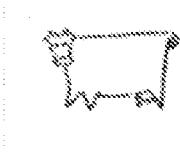




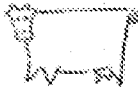
By:   
Name: Gary Pelletier  
Title: VP, Senior Managing Director







**Schedule A**


<b>REGISTERED U.S. TRADEMARK APPLICATIONS</b>			
<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark Name</b>	<b>Trademark Description</b>
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design	 (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	 (Class 29)
1,730,477	11-10-92	Design	 (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	 (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	 (Class 31)


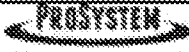
REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
1,761,602	3-30-93	SHAMROCK and Design	 (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	 (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	 (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	 (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	 (Class 29 & 30)
1,922,298	09-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	09-26-95	Design	 (Class 30)

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
1,932,926	11-07-95	Design	 (Class 30)
2,011,418	10-29-96	Design	 (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)
2,292,305	11-16-99	RATTLE SHAKE and Design	 (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	 (Class 29)
2,315,949	2-8-00	MMMMILK and Design	 (Class 29)
2,412,585	12-12-00	Design	 (Class 29)

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
2,425,043	1-30-01	SHAMROCK FARMS	Word Mark (Class 29)
2,449,115	5-8-01	EMERALD VALLEY RANCH	Word Mark (Class 29)
2,449,116	5-8-01	Design	 (Class 29)
2,526,483	01-08-02	SHAMROCK	Word Mark (Class 29)
2,839,233	05-04-04	DELIVERING SATISFACTION	Word Mark (Class 35)
2,916,744	01-04-05	Design	 (Class 35)
3,081,922	04-18-06	SHAMROCK FARMS REAL FARM. REAL FRESH	Word Mark (Class 35)
3,177,653	11-28-06	Design	 (Class 29)
3,237,992	05-01-07	TRIFOGLIO	Word Mark (Class 30)
3,268,944	07-24-07	SMART SOLUTIONS	Word Mark (Class 16)
3,340,797	11-20-07	Design	 (Class 3)
3,372,074	01-22-08	ENVIRABLE	Word Mark (Class 16)
3,460,825	05-29-12	SUREHEAT	Word Mark (Class 4)
3,523,550	10-28-08	SMART FIT BOTTLE	Word Mark (Class 29)
3,524,703	10-28-08	SHAMROCKERS	Word Mark (Class 29)

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
3,656,059	07-14-09	Design	 (Class 29)
3,657,930	07-21-09	PIERPORT	Word Mark (Class 29)
3,670,760	08-18-09	ROCKIN' REFUEL	Word Mark (Class 29)
3,914,011	02-01-11	SAVORY VALLEY	Word Mark (Class 29)
3,914,013	02-01-11	GOLD CANYON	Word Mark (Class 29)
3,941,596	04-05-11	CAFÉ COMPLEMENTS	Word Mark (Class 29)
4,136,339	05-01-12	SHAMROCK FOODS FOODSERVICE WAREHOUSE	Word Mark (Class 35)
4,151,274	05-29-12	REGAL CREST FARMS. WHERE FRESHNESS COMES NATURALLY.	Word Mark (Class 29)
4,177,064	07-17-12	GOLD CANYON GOURMET ANGUS. TASTE THE GOLD STANDARD	Word Mark (Class 29)
4,214,784	09-25-12	GOLD CANYON	Word Mark (Class 29)
4,341,286	05-28-13	GOLD CANYON GOURMET PORK and Design	 (Class 29)
4,341,287	05-28-13	GOLD CANYON GOURMET ANGUS and Design	 (Class 29)
4,477,204	02-04-14	Design	 (Class 3)
4,484,940	02-18-14	BRITE 'N GOLD	Word Mark (Class 29)
4,484,989	02-18-14	ASPENGOLD	Word Mark (Class 29)
4,488,054	02-24-14	REGAL CREST FARMS	Word Mark (Class 29)

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
4,490,885	03-04-14	REGAL CREST FARMS and Design	 (Class 29)
4,538,402	05-27-14	GOLD CANYON NATURAL RESERVE ANGUS	Word Mark (Class 29)
4,655,916	12-16-14	SHAMROCK FARMS REAL. FRESH IDEAS	Word Mark (Class 35)
4,659,176	12-23-14	Design	Shamrock Foods <b>EXPO</b> (Class 35)

PENDING U.S. TRADEMARK APPLICATIONS			
Serial Number	Status	Trademark Name	Trademark Description
86/854,082	Pending	SO PURE. SO FRESH. SO SHAMROCK.	Word Mark (Class 29)
87/299,061	Pending	GOLD CANYON MEAT CO.	Word Mark (Class 40)
87/299,041	Pending	Design	 (Class 40)
87/312,055	Pending	SHAMROCK FARMS	Word Mark (Class 30)
87/396,692	Pending	Design	 (Class 5, 16, 21)
87/396,687	Pending	KITCHENINTELLIGENCE	Word Mark (Class 35, 43)
87/394,072	Pending	ROCKIN' LEAN	Word Mark (Class 29)
87/394,085	Pending	ROCKIN' PROTEIN	Word Mark (Class 29)
87/394,094	Pending	ROCKIN' REFUEL	Word Mark (Class 29)

FOREIGN TRADEMARKS			
Country	Registration Number	Trademark Name	Trademark Description
WIPO	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
China	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
Mexico	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
Philippines	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
WIPO	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
China	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Mexico	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Philippines	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)

ISSUED PATENTS				
Country	Application Number	Patent Number	Title	Issue Date
US	14/068,362	9,425,983	Crash Prevention System for a Machine Storage and Retrieval Machine	08-16-16

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 (“Release”), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent (“Collateral Agent”), in favor of Shamrock Foods Company, an Arizona corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 (“Trademark Security Agreement”), Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on February 19, 2002 at Reel 2460 Frame 0963.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Collateral Agent, upon Grantor’s written request and at Grantor’s expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor’s request and at Grantor’s expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.



**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company,  
as Collateral Agent

By: 

Name: Gary Jelletier

Title: VP, Senior Managing Director

**Schedule A**

(Only recorded against U.S. Trademark No. 2449115 (EMERALD VALLEY RANCH))

Registration Number	Date of Issue	Trademark Name	Trademark Description
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,730,477	11-10-92	Design	Split Leaf Shamrock Design (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31)
1,761,602	3-30-93	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30)
1,922,298	9-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	9-26-95	Design	Design of Snowman with Popsicle (Class 30)
1,932,926	11-7-95	Design	Design of Cow (Class 30)
2,011,418	10-29-96	Design	Design of Partial Cow (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)

2,292,305	11-16-99	RATTLE SHAKE and Design	Design plus words, letters and /or numbers (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	Design of Milk Splash (Class 29)
2,315,949	2-8-00	MMMMILK and Design	Design of Milk Splash plus words, letters, and/or numbers (Class 29)
2,412,585	12-12-00	Design	Design of Cow (Class 29)
2,425,043	1-30-01	SHAMROCK FARMS	Word Mark (Class 29)
2,449,115	5-8-01	EMERALD VALLEY RANCH	Word Mark (Class 29)
2,449,116	5-8-01	Design	Design of Man on Horse within a Triangle (Class 29)

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 (“Release”), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent (“Collateral Agent”), in favor of Shamrock Foods Company, an Arizona corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 (“Trademark Security Agreement”), Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on February 12, 2002 at Reel 2413 Frame 0563.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Collateral Agent, upon Grantor’s written request and at Grantor’s expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor’s request and at Grantor’s expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company,  
as Collateral Agent

By: 

Name: Gary Belletier

Title: VP, Senior Managing Director

**Schedule A**

(Only recorded against U.S. Trademark No. 2526483 (SHAMROCK))

Registration Number	Issue Date	Trademark Name	Trademark Description
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,394	12-25-90	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,730,477	11-10-92	Design	Split Leaf Shamrock Design (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31)
1,761,602	3-30-93	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30)
1,922,298	9-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	9-26-95	Design	Design of Snowman with Popsicle (Class 30)
1,932,926	11-7-95	Design	Design of Cow (Class 30)
2,011,418	10-29-96	Design	Design of Partial Cow (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)

Registration Number	Issue Date	Trademark Name	Trademark Description
2,292,305	11-16-99	RATTLE SHAKE and Design	Design plus words, letters and/or numbers (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	Design of Milk Splash (Class 29)
2,315,949	2-8-00	MMMMILK and Design	Design of Milk Splash plus words, letters, and/or numbers (Class 29)
2,412,585	12-13-00	Design	Design of Cow (Class 29)
2,425,043	01-30-01	SHAMROCK FARMS	Word Mark (Class 29)
2,449,115	5-8-01	EMERALD VALLEY RANCH	Word Mark (Class 29)
2,449,116	5-8-01	Design	Design of Man on Horse within a Triangle (Class 29)
2,526,483	1-8-02	SHAMROCK	Word Mark (Class 29)

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 (“Release”), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent (“Collateral Agent”), in favor of Shamrock Foods Company, an Arizona corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 (“Trademark Security Agreement”), Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 7, 2001 at Reel 2349 Frame 0100.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Collateral Agent, upon Grantor’s written request and at Grantor’s expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor’s request and at Grantor’s expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company,  
as Collateral Agent

By: 

Name: Gary Jelletier

Title: VP, Senior Managing Director



### Schedule A

(Only recorded against U.S. Trademark Nos. 2449155 (DATASPORT), 2449116 (Design Only), 2425043 (SHAMROCK FARMS), and 2412585 (Design Only))

Registration Number	Issue Date	Trademark Name	Trademark Description
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,730,477	11-10-92	Design	Split Leaf Shamrock Design (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31)
1,761,602	3-30-93	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30)
1,922,298	9-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	9-26-95	Design	Design of Snowman with Popsicle (Class 30)
1,932,926	11-7-95	Design	Design of Cow (Class 30)
2,011,418	10-29-96	Design	Design of Partial Cow (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)

Registration Number	Issue Date	Trademark Name	Trademark Description
2,292,305	11-16-99	RATTLE SHAKE and Design	Design plus words, letters and /or numbers (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	Design of Milk Splash (Class 29)
2,315,949	2-8-00	MMMMILK and Design	Design of Milk Splash plus words, letters, and/or numbers (Class 29)
2,412,585	12-12-00	Design	Design of Cow (Class 29)
2,425,043	01-30-01	SHAMROCK FARMS	Word Mark (Class 29)
2,449,155	05-8-01	EMERALD VALLEY RANCH	Word Mark (Class 29)
2,449,116	05-8-01	Design	Design of Man on Horse within a Triangle (Class 29)

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 30, 2019 (“Release”), is made by John Hancock Life Insurance Company, a Massachusetts corporation, as Collateral Agent (“Collateral Agent”), in favor of Shamrock Foods Company, an Arizona corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of June 22, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) and the Supplemental Security Agreement (Trademarks) dated as June 22, 2000 (“Trademark Security Agreement”), Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on July 25, 2000 at Reel 2121 Frame 0462.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Collateral Agent, upon Grantor’s written request and at Grantor’s expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, upon Grantor’s request and at Grantor’s expense, execute and deliver a reasonable release of such Trademark Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Trademark Collateral and/or release any interest in the Trademark Collateral conveyed therein.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

John Hancock Life Insurance Company,  
as Collateral Agent

By: 

Name: Gary Jelletier

Title: VP, Senior Managing Director

**Schedule A**

<b>Registration Number</b>	<b>Issue Date</b>	<b>Trademark Name</b>	<b>Trademark Description</b>
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,730,477	11-10-92	Design	Split Leaf Shamrock Design (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31)
1,761,602	3-30-93	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30)
1,922,298	9-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	9-26-95	Design	Design of Snowman with Popsicle (Class 30)
1,932,926	11-7-95	Design	Design of Cow (Class 30)
2,011,418	10-29-96	Design	Design of Partial Cow (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)

<b>Registration Number</b>	<b>Issue Date</b>	<b>Trademark Name</b>	<b>Trademark Description</b>
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)
2,292,305	11-16-99	RATTLE SHAKE and Design	Design plus words, letters and /or numbers (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	Design of Milk Splash (Class 29)
2,315,949	2-8-00	MMMMILK and Design	Design of Milk Splash plus words, letters, and/or numbers (Class 29)