

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585359

<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>
Wells Fargo Bank		07/02/2020	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kraft Heinz Foods Company (f/k/a H.J. Heinz Company)		
<b>Street Address:</b>	ONE PPG PLACE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4732328	VHL	
<b>Registration Number:</b>	4697177	UNWRAP THE FLAVOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>	212-390-4147		
<b>Email:</b>	hayley.smith@kirkland.com		
<b>Correspondent Name:</b>	Amanda Cirella (Paralegal)		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	15866-28		
<b>NAME OF SUBMITTER:</b>	Amanda Cirella		
<b>SIGNATURE:</b>	//Amanda Cirella//		
<b>DATE SIGNED:</b>	07/08/2020		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE dated as of July 2, 2020, from WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as Collateral Agent (the "Agent"), in favor of KRAFT HEINZ FOODS COMPANY (f/k/a H.J. Heinz Company), a Pennsylvania limited liability company.

**WITNESSETH:**

WHEREAS, KRAFT HEINZ FOODS COMPANY (f/k/a H.J. Heinz Company), a Pennsylvania limited liability company, H. J. HEINZ CORPORATION II, a Delaware corporation ("Holdings"), the other Guarantors from time to time party thereto, MUFG UNION BANK, N.A. as the trustee and the Agent have entered into the Indenture dated as of January 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") whereby Heinz issued \$2,000,000,000 aggregate principal amount of 4.875% Senior Secured Second Lien Notes due 2025;

WHEREAS, in connection with the Indenture, the Grantors have entered into an Additional Pari Passu Joinder Agreement to that certain Second Lien Security Agreement dated as of June 7, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, a security interest was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement, the Agent and certain of the Grantors entered into that certain Intellectual Property Security Agreement, dated as of January 30, 2015 (the "IP Security Agreement"), under which such Grantors, by reference to the Security Agreement, granted a Security Interest to the Agent specifically in certain Trademarks included in the Collateral, including the Trademarks set forth on Schedule A hereto (the "Trademark Collateral");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 30, 2015 at Reel 5450 and Frame 0257; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademarks" and all other capitalized terms used herein, but not otherwise defined herein, shall have the meanings provided by reference in the Security Agreement and IP Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges any and all of its Security Interest in the Trademark Collateral, and any and all right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. The Agent hereby assigns to Grantor any and all right, title and interest it may have in, to or under any of the Trademark Collateral to Grantor, together with the goodwill of the business symbolized thereby, and any renewals or extensions thereof, and all products and proceeds of the foregoing, arising under the Security Agreement and/or the IP Security Agreement.

3. Further Assurances. The 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 in Trademark Collateral contemplated hereby.

[signature page follows]

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

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Michael J. [unclear]*  
*Vice President*

[Signature Page to Trademark Release]

**SCHEDULE A**

United States Trademarks

Trademark	Country	Status	Application No.	Registration No.	Registration Date
VHL	United States of America	Registered	86046289	4732328	5/5/2015
UNWRAP THE FLAVOR	United States of America	Registered	86207008	4697177	3/3/2015