

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Agent		12/22/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	Sager Creek Foods, Inc.		
Street Address:	3003 Oak Road		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1384526	EAST TEXAS FAIR	
Registration Number:	0323089	POP-EYE	
Registration Number:	0206995	ROYAL PRINCE	
Registration Number:	1222759	HAPPY CHEF	
Registration Number:	0609690	CREST TOP	
Registration Number:	0634953	SUGARY SAM	
Registration Number:	0748159	PRINCELLA	
Registration Number:	0921623	HAPPY CHEF	
Registration Number:	0830690	POPEYE	
Registration Number:	0787261	WAGON MASTER	
Registration Number:	0727305	SHELL OUTS	
Registration Number:	1257728	ALLENS	
Registration Number:	1518159	HAPPY CHEF	
Registration Number:	1391213	TINY TENDER	
Registration Number:	2561146	POPEYE	
Registration Number:	1274455	VEG-ALL	
Registration Number:	1670404	VEG-ALL	
Registration Number:	0866525	VEG-ALL	
Registration Number:	3384097	KENTUCKY WONDER STYLE	

CH \$715.00 1384526

Property Type	Number	Word Mark
Registration Number:	3387700	BUTTERFIELD
Registration Number:	3463240	THE ALLENS
Registration Number:	3437217	HAPPY CHEF
Registration Number:	3493373	POPEYE
Registration Number:	3473424	CREST TOP
Registration Number:	3499927	STEAMSUPREME
Registration Number:	3890644	HEART HEALTHY TO YOUR GOOD HEALTH
Registration Number:	3782976	FRYERSIDES
Serial Number:	86436621	WHISKEY HOLLOW

CORRESPONDENCE DATA

Fax Number: 2127158100

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.

Phone: 2127159100

Email: dtorniali@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	070469-00010
NAME OF SUBMITTER:	Diane Torniali
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	12/22/2020

Total Attachments: 6

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TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of December 22, 2020 is made by Citibank, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”), in favor of Sager Creek Foods, Inc. (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor entered into that certain Second Lien Security Agreement dated as of February 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor executed and delivered to the Agent that certain Trademark Collateral Agreement, dated as of March 24, 2015 (“Trademark Collateral Agreement”) for recordation with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement and the Trademark Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”): all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof, including the registrations and applications listed on Schedule A attached hereto, (ii) all renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on March 27, 2015 at Reel/Frame 5487/0103; and

WHEREAS, the Grantor has requested that the Agent execute and deliver this Release in order to evidence the release of its security interest in the Trademark Collateral for recordation with the United States Patent and Trademark Office.

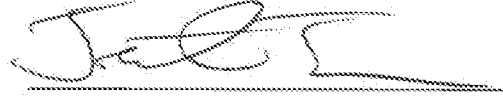
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, without any representation, warranty or recourse of any kind, hereby terminates the Trademark Collateral Agreement, releases, terminates and discharges its security interest in the Trademark Collateral, and reassigns and reconveys to the Grantor any right, title or interest the Agent may have in or to the Trademark Collateral. The Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Second Lien Security Interest in Trademark Collateral to be duly executed as of the date first set forth above.

CITIBANK, N.A., as Agent

By:



Name:

Justin Tichauer

Title:

Authorized Signatory

[Signature Page to Trademark Release (SLTL)]

TRADEMARK
REEL: 007143 FRAME: 0507

**SCHEDULE A
TO
TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN
TRADEMARKS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Name of Debtor/Grantor	Jurisdiction	Title	Issued Date	Status	Registration No.
Vegetable Acquisition Corp.	U.S.A.	EAST TEXAS FAIR	02/25/1986	Registered	1384526
Vegetable Acquisition Corp.	U.S.A.	POP-EYE	04/02/1935	Registered	323089
Vegetable Acquisition Corp.	U.S.A.	ROYAL PRINCE	12/15/1925	Registered	206995
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	01/04/1983	Registered	1222759
Vegetable Acquisition Corp.	U.S.A.	CREST TOP	07/26/1955	Registered	609690
Vegetable Acquisition Corp.	U.S.A.	SUGARY SAM	09/25/1956	Registered	634953
Vegetable Acquisition Corp.	U.S.A.	PRINCELLA	04/16/1963	Registered	0748159
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	10/05/1971	Registered	921623
Vegetable Acquisition Corp.	U.S.A.	POPEYE	06/20/1967	Registered	830690
Vegetable Acquisition Corp.	U.S.A.	WAGON MASTER	03/23/1965	Registered	787261
Vegetable Acquisition Corp.	U.S.A.	SHELL OUTS	02/06/1962	Registered	727305
Vegetable Acquisition Corp.	U.S.A.	THE ALLENS	11/15/1983	Registered	1257728
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	12/27/1988	Registered	1518159
Vegetable Acquisition Corp.	U.S.A.	TINY TENDER	04/22/1986	Registered	1391213
Vegetable Acquisition Corp.	U.S.A.	POPEYE	04/16/2002	Registered	2561146
Vegetable Acquisition Corp.	U.S.A.	VEG-ALL	04/17/1984	Registered	1274455
Vegetable Acquisition Corp.	U.S.A.	VEG-ALL	12/31/1991	Registered	1670404
Vegetable Acquisition Corp.	U.S.A.	VEG-ALL	03/11/1969	Registered	866525
Vegetable Acquisition Corp.	U.S.A.	KENTUCKY WONDER STYLE	02/19/2008	Registered	3384097
Vegetable Acquisition Corp.	U.S.A.	BUTTERFIELD	02/26/2008	Registered	3387700
Vegetable Acquisition Corp.	U.S.A.	THE ALLENS	07/08/2008	Registered	3463240
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	05/27/2008	Registered	

Name of Debtor/Grantor	Jurisdiction	Title	Issued Date	Status	Registration No.
Vegetable Acquisition Corp.					3437217
Vegetable Acquisition Corp.	U.S.A.	POPEYE	08/26/2008	Registered	3493373
Vegetable Acquisition Corp.	U.S.A.	CREST TOP	07/22/2008	Registered	3473424
Vegetable Acquisition Corp.	U.S.A.	STEAMSUPRE ME	09/09/2008	Registered	3499927
Vegetable Acquisition Corp.	U.S.A.	HEART HEALTHY TO YOUR GOOD HEALTH	12/14/2010	Registered	3890644
Vegetable Acquisition Corp.	U.S.A.	FRYERSIDES & Design	04/27/2010	Registered	3782976
Vegetable Acquisition Corp.	U.S.A.	WHISKEY HOLLOW	10/28/2014	Pending ITU	86436621
Vegetable Acquisition Corp.	Great Britain	POPEYE	05/10/1935	Registered	560045
Vegetable Acquisition Corp.	Mexico	ROYAL PRINCE	08/10/1994	Registered	469218
Vegetable Acquisition Corp.	Mexico	PRINCELLA	08/10/1994	Registered	469217
Vegetable Acquisition Corp.	Mexico	CREST TOP	08/10/1994	Registered	469211
Vegetable Acquisition Corp.	Mexico	THE ALLENS	08/10/1994	Registered	469221
Vegetable Acquisition Corp.	Mexico	VEG-ALL	09/23/1999	Registered	617425
Vegetable Acquisition Corp.	Canada	STEAMSUPRE ME	10/31/2012	Registered	835399
Vegetable Acquisition Corp.	Mexico	STEAMSUPRE ME	10/28/2008	Registered	1069321
Vegetable Acquisition Corp.	Canada	CHILL-RIPE	08/18/2006	Registered	670434
Vegetable Acquisition Corp.	Mexico	CREST TOP & DESIGN	07/07/2009	Registered	936665
Vegetable Acquisition Corp.	Nigeria	ALLENS	04/04/2012	Filed	F/TM/2012/0491 1
Vegetable Acquisition Corp.	Australia	FRESHLIKE SELECTS	05/09/2013	Filed	1556219
Vegetable Acquisition Corp.	Botswana, Lesotho, Malawi, Namibia, Swaziland (ARIPO Treaty)	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	Ghana	PRINCELLA	09/16/2013	Filed	1997/13
Vegetable Acquisition Corp.	Mozambique	PRINCELLA	10/15/2013	Filed	24714/2013
Vegetable Acquisition Corp.	Nigeria	PRINCELLA	2013	Application Pending	
Vegetable Acquisition Corp.	South Africa	PRINCELLA	09/13/2013	Filed	2013/25521

Name of Debtor/Grantor	Jurisdiction	Title	Issued Date	Status	Registration No.
Vegetable Acquisition Corp.	Zambia	PRINCELLA	09/16/2013	Filed	971/2013
Vegetable Acquisition Corp.	Costa Rica	PRINCELLA	09/2013	Filed	2013-0010130
Vegetable Acquisition Corp.	El Salvador	PRINCELLA	09/23/2013	Filed	E-130301-13
Vegetable Acquisition Corp.	Guatemala	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	Honduras	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	Nicaragua	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	China	PRINCELLA	03/03/2014	Filed	14129997
Vegetable Acquisition Corp.	Japan	PRINCELLA	09/18/2013	Registered	5648054