

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6352/0799		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust		07/23/2021	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Family Foods Group LLC		
Street Address:	1975 E. 61st St.		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	5116813	ORIGINAL MOVIE THEATER POPCORN	
Registration Number:	3209833	POPCORN, INDIANA	
Registration Number:	3855593	POPCORN, INDIANA	
Registration Number:	4310756	POPCORN, INDIANA FIT	
Registration Number:	3904072	POPCORN, INDIANA	
Registration Number:	5116031	REAL PLACE. REAL FLAVOR.	
Registration Number:	4841799		
Registration Number:	4246131		
Registration Number:	5101803	WE LIVE FOR POPCORN	
Registration Number:	5101809	WELCOME TO POPCORN, INDIANA POPULATION 4	
Registration Number:	5197286	CHICAGO FAIR	
Registration Number:	5197287	CAMEL & CHEESE CHICAGO FAIR POPCORN	
Registration Number:	5206290	CHICAGO FAIR	
Registration Number:	4419983	WARM YOUR CORN	
Registration Number:	4373794	FIT POPCORN	
Registration Number:	5207084	ORIGINAL MOVIE THEATER POPCORN CRISPY CR	
Registration Number:	3259218	DRIZZLECORN	
Registration Number:	5478652	PET	
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE	
TRADEMARK			

CH \$940.00 5116813

Property Type	Number	Word Mark
Registration Number:	2617186	EAGLE BRAND
Registration Number:	2425181	MAKE MAGIC IN MINUTES
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.
Registration Number:	1386912	DAIRY SWEET
Registration Number:	1250578	SUNSHINE
Registration Number:	1148083	MAGNOLIA BRAND
Registration Number:	1140479	SUNSHINE
Registration Number:	1150549	SUNSHINE
Registration Number:	0962190	MILNOT
Registration Number:	0728611	PET
Registration Number:	0682615	MILNOT
Registration Number:	0137954	
Registration Number:	0128932	MAGNOLIA
Registration Number:	0088285	PET
Serial Number:	87641363	EAGLE FOODS
Serial Number:	87641377	EAGLE FOODS
Serial Number:	87330106	EAGLE FOODS
Serial Number:	87317915	EAGLE FOODS

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Emily C. Kimball

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11964-148
NAME OF SUBMITTER:	Emily C. Kimball
SIGNATURE:	/Emily C. Kimball/
DATE SIGNED:	07/23/2021

Total Attachments: 10

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page1.tif

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page2.tif

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page3.tif

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page4.tif

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page5.tif

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page6.tif

source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page7.tif
source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page8.tif
source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page9.tif
source=Eagle Family Foods - Release of TM Security Interest - 6352-0799 (Execution Version)#page10.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of July 23, 2021 and granted by MidCap Financial Trust (the "**Administrative Agent**"), as administrative agent for the secured parties under the Credit Agreement referred to below (the "**Secured Parties**"), in favor of Eagle Family Foods Group LLC (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of June 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") by and among the Grantor, the other parties party thereto from time to time, the Administrative Agent, and the lenders from time to time party thereto, the Grantor executed and delivered to the Administrative Agent (i) that certain Guarantee and Collateral Agreement by and among the Grantor, the Borrower, certain of its subsidiaries and the Administrative Agent dated as of June 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") and (ii) that certain Trademark Security Agreement by and between the Grantor and the Administrative Agent dated as of June 14, 2018 (the "**Trademark Security Agreement**") and, together with the Guarantee and Collateral Agreement, the "**Security Agreements**";

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under, among other things, the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6352; Frame 0799 on June 14, 2018; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the termination, release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral (as defined below) pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreements, as applicable.

2. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in all the Trademarks of the Grantor including, without limitation, those Trademarks described on Schedule A, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under such Trademarks, including without limitation:

(a) all common law rights associated with such Trademarks, together with the goodwill associated therewith and symbolized thereby, and all renewals and extensions thereof;

(b) all rights of any kind whatsoever of the Grantor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; and

(d) any and all claims and causes of action, with respect to the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the “**Trademark Collateral**”).

3. Further Assurances. Administrative Agent agrees, at the Grantor’s sole cost and expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

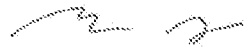
4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____


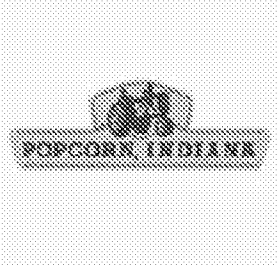

Name: Maurice Amsellem


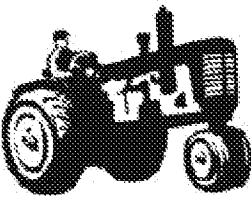

Title: Authorized Signatory




Schedule A

Released Trademark Collateral


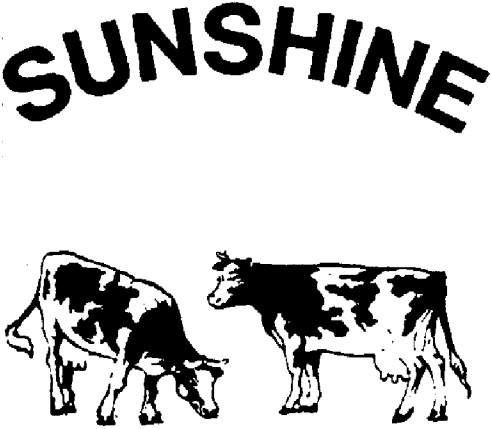

1. Registered Trademarks




Trademark	Reg. No.	Reg. Date
ORIGINAL MOVIE THEATER POPCORN ORIGINAL MOVIE THEATER POPCORN	5,116,813	1/10/2017
POPCORN, INDIANA 	3,209,833	2/13/2007
POPCORN, INDIANA 	3,855,593	10/5/2010
POPCORN, INDIANA FIT 	4,310,756	3/26/2013
POPCORN, INDIANA	3,904,072	1/11/2011

Trademark	Reg. No.	Reg. Date
<p>REAL PLACE. REAL FLAVOR.</p> <p>REAL PLACE. REAL FLAVOR.</p>	<p>5,116,031</p>	<p>1/3/2017</p>
	<p>4,841,799</p>	<p>10/27/2015</p>
	<p>4,246,131</p>	<p>11/20/2012</p>
<p>WE LIVE FOR POPCORN</p> <p>WE LIVE FOR POPCORN</p>	<p>5,101,803</p>	<p>12/13/2016</p>
<p>WELCOME TO POPCORN, INDIANA POPULATION 42</p> 	<p>5,101,809</p>	<p>12/13/2016</p>
<p>CHICAGO FAIR</p>	<p>5,197,286</p>	<p>5/2/2017</p>


Trademark	Reg. No.	Reg. Date
		
<p>CARAMEL & CHEESE CHICAGO FAIR POPCORN</p> 	5,197,287	5/2/2017
<p>CHICAGO FAIR</p> <p>CHICAGO FAIR</p>	5,206,290	5/16/2017
<p>Warm Your Corn</p>	4,419,983	10/15/2013
<p>FIT Popcorn</p>	4,373,794	7/23/2013
<p>ORIGINAL MOVIE THEATER POPCORN CRISPY CRUNCH REAL BUTTER</p> 	5,207,084	5/23/2017
<p>DRIZZLECORN</p>	3,259,218	7/3/2007

Trademark	Reg. No.	Reg. Date
<p style="text-align: center;">DRIZZLECORN</p>		
<p style="text-align: center;">PET</p> 	<p style="text-align: center;">5,478,652</p>	<p style="text-align: center;">5/29/2018</p>
<p style="text-align: center;">THE DAIRY GOODNESS PEOPLE</p>	<p style="text-align: center;">2,810,540</p>	<p style="text-align: center;">2/3/2004</p>
<p style="text-align: center;">EAGLE BRAND</p>	<p style="text-align: center;">2,617,186</p>	<p style="text-align: center;">9/10/2002</p>
<p style="text-align: center;">MAKE MAGIC IN MINUTES</p>	<p style="text-align: center;">2,425,181</p>	<p style="text-align: center;">1/30/2001</p>
<p style="text-align: center;">EAGLE FAMILY FOODS, INC.</p> 	<p style="text-align: center;">2,356,145</p>	<p style="text-align: center;">6/6/2000</p>
<p style="text-align: center;">DAIRY SWEET</p>	<p style="text-align: center;">1,386,912</p>	<p style="text-align: center;">3/18/1986</p>
<p style="text-align: center;">SUNSHINE</p>	<p style="text-align: center;">1,250,578</p>	<p style="text-align: center;">9/6/1983</p>
<p style="text-align: center;">MAGNOLIA BRAND</p>	<p style="text-align: center;">1,148,083</p>	<p style="text-align: center;">3/3/1981</p>

Trademark	Reg. No.	Reg. Date
		
SUNSHINE	1,140,479	10/14/1980
<p data-bbox="480 720 613 747">SUNSHINE</p> 	1,150,549	4/7/1981
<p data-bbox="493 1285 600 1312">MILNOT</p> 	0962190	6/26/1973
PET	0728611	3/13/1962
MILNOT	0682615	7/28/1959

Trademark	Reg. No.	Reg. Date
	0137954	12/14/1920
<p>MAGNOLIA</p> 	0128932	1/20/1920
<p>PET</p> 	0088285	9/10/1912

2. Trademark Applications

Trademark	App. No.	App. Date
<p>EAGLE FOODS</p> 	87,641,363	10/11/2017
<p>EAGLE FOODS</p>	87,641,377	10/11/2017

Trademark	App. No.	App. Date
 eagle foods		
EAGLE FOODS  eagle foods	87,330,106	2/9/2017
EAGLE FOODS EAGLE FOODS	87,317,915	1/30/2017