

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6352/0595		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		07/23/2021	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	CORNFIELDS, LLC		
Street Address:	1975 E. 61st St.		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4555087	CORNFIELDS	
Registration Number:	4309431	G.H. CRETORS	
Registration Number:	4321570	HI I'M SKINNY	
Registration Number:	4467165	HI I'M SKINNY MINIS	
Registration Number:	4770298	HI I'M SKINNY QUINOA STICKS	
Registration Number:	4375099	HI I'M SKINNY STICKS	
Registration Number:	0911254	SKINNY	
Registration Number:	4019199	SKINNY	
Registration Number:	3820740	SKINNY STICKS	
Registration Number:	4622110	YUM, YUM, HAVE SOME!	
Registration Number:	5349664	JUST THE CARAMEL	
Registration Number:	5134847	THE MIX	
Registration Number:	5110929	TWIGGY POP	
Serial Number:	87691574	CHEESE LOVERS MIX	
Serial Number:	87428214	OBSESSIVELY DELICIOUS	
Serial Number:	87428244	JUST THE CHEESE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		

CH \$415.00 4555087

TRADEMARK

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@prokauer.com
Correspondent Name: Emily C. Kimball
Address Line 1: Prokauer 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: 7

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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 Cornfields, 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 Eagle Family Foods Group LLC, 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 0595 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.

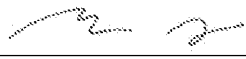
4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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
CORNFIELDS CORNFIELDS	4555087	6/24/2014
G.H. CRETORS G.H. CRETORS	4309431	3/26/2013
HI I'M SKINNY HI I'M SKINNY	4321570	4/16/2013
HI I'M SKINNY MINIS HI I'M SKINNY MINIS	4467165	1/14/2014
HI I'M SKINNY QUINOA STICKS	4770298	7/7/2015

HI I'M SKINNY QUINOA STICKS		
HI I'M SKINNY STICKS HI I'M SKINNY STICKS	4375099	7/30/2013
SKINNY	0911254	4/13/1971
SKINNY SKINNY	4019199	8/30/2011
SKINNY STICKS SKINNY STICKS	3820740	7/20/2010
YUM, YUM, HAVE SOME! YUM, YUM, HAVE SOME!	4622110	10/14/2014
JUST THE CARMEL	5349664	12/5/2017

JUST THE CARAMEL		
THE MIX THE MIX	5134847	1/31/2017
TWIGGY POP TWIGGY POP	5110929	12/27/2016

2. Trademark Applications

Trademark Applications	App. No.	App. Date
CHEESE LOVERS MIX CHEESE LOVERS MIX	87691574	11/20/2017
OBSESSIVELY DELICIOUS OBSESSIVELY DELICIOUS	87428214	4/27/2017

JUST THE CHEESE		
JUST THE CHEESE	87428244	4/27/2017