

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at Reel/Frame 4124/0648		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/17/2012	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Countryside Food, LLC		
Street Address:	1600 Gressel Drive		
Internal Address:	P.O. Box 369, Suite 103		
City:	Delphos		
State/Country:	OHIO		
Postal Code:	45833		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3493627	COPPERWOOD KITCHENS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-862-3865		
Email:	christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12461-2 CAC		
NAME OF SUBMITTER:	Christine Casey		

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Signature:	/Christine Casey/
Date:	05/11/2012
Total Attachments: 4 source=Copperwood Kitchens Release#page1.tif source=Copperwood Kitchens Release#page2.tif source=Copperwood Kitchens Release#page3.tif source=Copperwood Kitchens Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 17, 2012 (“Effective Date”) in favor of Countryside Foods, LLC, a Delaware limited liability company (“Grantor”), by JPMorgan Chase Bank, N.A., in its capacity as administrative agent the (“Administrative Agent”) for the lenders party to the Credit Agreement referred to below. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, Grantor, Copperwood Kitchens, LLC (“Copperwood”), Administrative Agent and the Lenders have entered into that certain Credit Agreement, dated as of November 18, 2009 (as amended or modified from time to time, the “Credit Agreement”); and

WHEREAS, under the terms of the Credit Agreement, Grantor, Copperwood, and Administrative Agent entered into that certain Pledge and Security Agreement dated November 18, 2009 (the “Security Agreement”) under which Grantor and Copperwood granted a security interest in certain property, including, without limitation, certain intellectual property of Grantor and Copperwood to the Administrative Agent for the ratable benefit of the Secured Parties, including the trademark registration set forth on Schedule A hereto (the “Trademark Collateral”);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on January 5, 2010 at Reel/Frame 4124/0648; and

WHEREAS, the Grantor has paid all of its outstanding indebtedness (other than certain contingent and expense reimbursement obligations) to the Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Secured Parties (i) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, together, in each case, with the goodwill of the business symbolized by the Trademark Collateral, including the trademark registrations and applications, and all proceeds thereof, including without limitation, any and all licenses of any of the foregoing, and any and all causes of action which may exist by reason of infringement thereof; and (ii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral.

The Administrative Agent represents and warrants that: (x) it has the full power and authority to execute this Release; (y) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; and (z) it has not recorded or otherwise evidenced its security interest with respect to any trademark owned by Grantor, or any registration or application to register the foregoing, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

The Administrative Agent shall, at Grantor' s sole expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, in writing, to more fully and effectively effectuate the purposes of this Release.

The Administrative Agent hereby authorizes Grantors to make such filings with the United States Patent and Trademark Office as may be reasonably determined by Grantor to be required to record and evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral evidenced hereby.

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

* * * * *

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

JP MORGAN CHASE BANK, N.A.

Name: *[Signature]*

Title: *Authorized Officer*

SCHEDULE A

<u>Trademark</u>	<u>Serial No.</u> <u>Filing Date</u>	<u>Registration No./</u> <u>Issue Date</u>	<u>Record Owner</u>
COPPERWOOD KITCHENS	77/235,668 7-23-2007	3,493,627 8-26-2008	Countryside Foods, LLC