

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	New Carbon Company, LLC
Street Address:	4101 William Richardson Drive
Internal Address:	New Carbon Company, LLC
City:	South Bend
State/Country:	INDIANA
Postal Code:	46628
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2506907	CARBON'S
Registration Number:	1386387	CONE-FLOUR
Registration Number:	1496931	
Registration Number:	3211841	GOLDEN GOURMET
Registration Number:	1169494	GOLDEN MALTED
Registration Number:	3068111	ROBBY'S
Registration Number:	1161779	RUGGED I
Registration Number:	3710797	TASTEFARE
Registration Number:	2096007	TASTEE FARE
Serial Number:	85589156	CARBON'S KITCHEN

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	12216-8
NAME OF SUBMITTER:	Rob Soneson
Signature:	/rsoneson/
Date:	12/31/2013

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 31, 2013 (the "Effective Date") by NXT Capital, LLC, as Agent, a Delaware limited liability company, with an office at 191 N. Wacker Drive, Suite 1200, Chicago, IL 60606 ("Grantee"), in favor of New Carbon Company, LLC, an Indiana limited liability company, with an office at 4101 William Richardson Drive, South Bend, IN 46628 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated April 17, 2012 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations and applications set forth on Schedule 1 attached hereto, in each case, together with the goodwill associated therewith;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement by and among Grantor, Grantee and the other parties thereto, dated April 17, 2012, and that certain Guarantee and Collateral Agreement among Grantor, one or more of its affiliates and Grantee, dated April 17, 2012;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 20, 2012, at Reel 4761, Frame 0490; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name owned by Grantor, other than those trademarks set forth on Schedule 1 (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, Grantor's 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), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

NXT CAPITAL, LLC



Name: Ted Denniston


Title: Managing Director

Signature Page to Release of Security Interest in Trademarks

TRADEMARK
REEL: 005184 FRAME: 0390

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>US Registration No.</u>	<u>Date Registered</u>
CARBON'S	2506907	November 13, 2001; December 20, 2010
CONE-FLOUR	1386387 (Supplemental)	March 11, 1986; May 12, 2005
Design: 	1496931	July 19, 1988; February 10, 2008
GOLDEN GOURMET	3211841	February 20, 2007
GOLDEN MALTED	1169494	September 15, 1981; October 25, 2010
ROBBY'S	3068111	March 14, 2006
RUGGED I	1161779	July 21, 1981; August 26, 2010
TASTEE FARE	3710797	November 17, 2009
TASTEE FARE	2096007	September 9, 1997; October 13, 2007

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>US Registration No.</u>	<u>Date Registered</u>
	85589156	April 4, 2012 (in use)

