

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest and Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		03/10/2014	Banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	Marlen International, Inc.		
Street Address:	300 North LaSalle Street, Suite 5400		
Internal Address:	c/o Pfingsten Partners L.L.C.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1549832	VARI-KUT	
Registration Number:	2107564	OPTI	
Registration Number:	3755053	SMART BALANCE	
Registration Number:	3876597	CARRUTHERS	
Registration Number:	3907046	MARLEN	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	MARLEN(77241.2): TR RELEA		
NAME OF SUBMITTER:	Minette M. Tayco		
SIGNATURE:	/Minette M. Tayco/		
DATE SIGNED:	03/11/2014		
Total Attachments: 4			

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TRADEMARK

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RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT

This RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT (this "Release") is made as of March 10, 2014 (the "Effective Date") by FIFTH THIRD BANK, an Ohio banking corporation, whose principal address is 222 South Riverside Bank, 30th Floor, Chicago, Illinois 60606, as agent (the "Agent") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as December 7, 2012 by and among Marlen International, Inc., a Delaware corporation, whose principal address is c/o Pfungsten Partners L.L.C., 300 North LaSalle Street, Suite 5400, Chicago, Illinois 60654 (the "Grantor"), Agent and the Lenders, as amended or amended and restated from time to time, in favor of Grantor.

WITNESSETH:

WHEREAS, in furtherance of that certain Security Agreement by and among the parties dated as of December 7, 2012 (as amended or amended and restated from time to time), and pursuant to the terms and conditions of that certain CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS dated as of December 7, 2012 (the "IP Security Agreement"), Grantor collaterally assigned to Agent, and granted to Agent a security interest in and to, all of Grantor's right, title and interest in to and under all of the following Collateral of Grantor: (i) the patents and patent applications (the "Patents"), the trademarks and trademark applications, together with the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), and together with the Patents and Trademarks, the "IP Collateral"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 1, 2013 at Reel/Frame number 4935/0118;

WHEREAS, the IP Security Agreement was also recorded with the United States Patent and Trademark Office on January 3, 2013 at Reel/Frame number 029568/0820; and

WHEREAS, Agent acknowledges full performance of the Obligations, and accordingly now desires to reassign and release its security interest in the IP Collateral.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or IP Security Agreement, as applicable, and used herein have the meaning given to them in the Security Agreement or IP Security Agreement, as applicable.

SECTION 2. Release of Security Interest in Patent Collateral.

Agent hereby absolutely, unconditionally and irrevocably terminates, releases, and discharges its security interest in the IP Collateral granted pursuant to the Security Agreement and the IP Security Agreement, and hereby reassigns to Grantor, all such right, title, and interest Agent may have (if any) in and to the IP Collateral pursuant to the Security Agreement and the IP Security Agreement, together with all proceeds and products of the IP Collateral, and all causes of action arising prior to or after the date hereof for infringement of any of the IP Collateral, or unfair competition regarding the same.

Agent authorizes and requests the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the IP Collateral. The Agent hereby represents and warrants that it has full authority to execute and deliver this Release.

SECTION 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

[signature page follows]

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

FIFTH THIRD BANK,
as Agent

By: 

Brian Mann
Vice President

Exhibit A

Patents & Applications

Application No.	Patent No.	Title
8164138	5401156	Machine for inserting a sized portion of a food product into a container
8300442	5464338	Food pump
8445770	5570562	Multi-lane extended product transfer filling machine
10067612	6711877	Food product handling machine
12766745	7845272	METHOD AND APPARATUS FOR PRODUCTION OF ELONGATED MEAT PRODUCTS WITHOUT CASINGS
8201898	5425307	Dicing machine
8335139	5479847	Dual-piston pump apparatus
8795683	5775986	Cooked meat pulling apparatus
12396697	7941979	Thermal processing cabinet with monolithic floor
12943747	7931929	METHOD AND APPARATUS FOR PRODUCTION OF ELONGATED MEAT PRODUCTS WITHOUT CASINGS
8293501	5553985	Quick clean-up dual piston pump
8378531	5784937	Three dimensional automatic food slicer
9329480	6113482	Metal detectable elastomeric material for piston seals
12703396	8241686	METHOD AND APPARATUS FOR PRODUCTION OF ELONGATED MEAT PRODUCTS WITHOUT CASINGS
7534764	5041297	Apparatus and method for canning food products
7876123	5271304	Automatic food slicing machine
8063402	5410954	Three dimensional automatic food slicer
29028274	D369510	Twin Piston Pump
8498642	5641055	Conveyor belt
11867613		Knife shaft assembly stabilizing system
12038646		Method for portioning and depositing ground tobacco
11767403		Dual damper control apparatus and method
11611561		Lift assist system for manufacture of linked food products
61152756		A method and apparatus for elongated meat products without casing
61222765		A method and apparatus for production of elongated meat products without casings
61159725		Bladder sealed doors for thermal proceeding cabinets
(not yet filed)		A method and apparatus for production of elongated meat products without casings

Trademark Registrations & Applications

Application No.	Reg. No.	Mark
73764285	1549832	VARI-KUT
74580578	2107564	OPTI
77108662	3755053	SMART BALANCE
85004533	3876597	CARRUTHERS
85006145	3907046	MARLEN