

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		09/30/2014	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cheryl & Co.		
<b>Street Address:</b>	646 McCorkle Blvd.		
<b>City:</b>	Westerville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43082		
<b>Entity Type:</b>	COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2665226	CHERYL&CO.	
<b>Registration Number:</b>	1578024	CHERYL&CO.	
<b>Registration Number:</b>	1337014	CHERYL'S COOKIES	
<b>Registration Number:</b>	2761719	COOKIES FOR A'S	
<b>Registration Number:</b>	2710433	GOURMET CLASSICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>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.</i>			
<b>Phone:</b>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Genevieve Dorment, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1422		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		
<b>SIGNATURE:</b>	/gd/		
<b>DATE SIGNED:</b>	10/31/2014		

CH \$140.00 2665226

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of September 30, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") to CHERYL & CO., an Ohio company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of August 28, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Obligor granted a security interest (the "Security Interest") to the Agent in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 28, 2008, among the Agent and Obligor (the "Trademark Security Agreement"), Obligor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2008 at Reel 3865 and Frame 0040.


WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Collateral, and any right, title or interest of the Agent in such Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:   
Name: Alicia Schreiber  
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 005392 FRAME: 0241**

SCHEDULE A

U.S. Trademark Registrations and Applications

<b>Title</b>	<b>App./Reg. No.</b>
CHERYL&CO.	2,665,226
CHERYL&CO. AND DESIGN	1,578,024
CHERYL'S COOKIES	1,337,014
COOKIES FOR A'S	2,761,719
GOURMET CLASSICS	2,710,433