

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 4869/0580		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		07/09/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HOUCHENS FOOD GROUP, INC.		
Street Address:	900 CHURCH ST		
City:	BOWLING GREEN		
State/Country:	KENTUCKY		
Postal Code:	42102		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2878657	CLOSE TO HOME	
Registration Number:	1888670	COON CREEK COUNTRY HAM	
Registration Number:	1827893	HOUCHENS	
Registration Number:	1901824	HOUCHENS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-35310		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	07/10/2019		
Total Attachments: 3			

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") is given on this 9th day of July, 2019, by JPMORGAN CHASE BANK, N.A. (the "Grantee"), to HOUCHENS FOOD GROUP, INC. (the "Grantor"), as follows:

WHEREAS, the Grantor and the Grantee entered into that certain Trademark Security Agreement, dated as of April 11, 2005 (the "Trademark Security Agreement");

WHEREAS, the Grantor, the Grantee and Houchens North Foods, LLC entered into that certain Amended and Restated Trademark Security Agreement, dated as of September 28, 2012 (the "A&R Trademark Security Agreement" and together with the Trademark Security Agreement, the "Houchens Trademark Security Agreements");

WHEREAS, pursuant to the Houchens Trademark Security Agreements, the Grantor granted to the Grantee, among other collateral as set forth therein, a continuing security interest in all of the Grantor's right, title and interest, including goodwill, in, to and under its United States trademarks, including but not limited to the trademarks listed on the attached Schedule A, together with all products and proceeds of such trademarks and all causes of action arising prior to or after the date thereof for infringement of such trademarks (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent & Trademark Office on April 12, 2005, at reel/frame 3064/0929;

WHEREAS, the A&R Trademark Security Agreement was recorded in the United States Patent & Trademark Office on September 28, 2012, at reel/frame 4869/0580; and

WHEREAS, the Grantor has satisfied its obligations under the Houchens Trademark Security Agreements (including all conditions for release), and the Grantee wishes to release its security interest in the Trademarks, including those listed on Schedule A and retransfer and reassign to the Grantor without recourse all of the Grantee's right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby (i) terminates the Houchens Trademark Security Agreements and releases any security interest, right or other interest it may have in the Trademarks, including those listed on Schedule A, and hereby reassigns any and all right, title and interest it may have in and to the Trademarks without recourse to the Grantor, together with the goodwill of the business symbolized thereby and (ii) agrees to execute, acknowledge, procure and deliver to Grantor, at Grantor's expense, any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or their assignees') right, title and interest in and to the Trademarks.

IN WITNESS WHEREOF, the Grantee has caused this Release to be executed by its duly authorized officer.




JPMORGAN CHASE BANK, N.A., as Grantee

By: 
Name: Will Barry
Title: Vice President

*Signature Page to Release (Trademark)
Houchens Food Group, Inc.*

**TRADEMARK
REEL: 006691 FRAME: 0203**

Schedule A

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
<p>CLOSE TO HOME</p> 	<p>76507097 15-APR-2003</p>	<p>2878657 31-AUG-2004</p>	<p>Registered</p>
<p>COON CREEK COUNTRY HAM</p> 	<p>74525181 16-MAY-1994</p>	<p>1888670 11-APR-1995</p>	<p>Registered</p>
<p>HOUCHENS</p> 	<p>74404779 23-JUN-1993</p>	<p>1827893 22-MAR-1994</p>	<p>Registered</p>
<p>HOUCHENS</p>	<p>74404780 23-JUN-1993</p>	<p>1901824 27-JUN-1995</p>	<p>Registered</p>