

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP		12/23/2014	LIMITED PARTNERSHIP: NORTH CAROLINA
CAPITALSOUTH PARTNERS SBIC FUND III, L.P.		12/23/2014	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	THE CHEF'N CORPORATION
<b>Street Address:</b>	830 Fourth Avenue South
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98134
<b>Entity Type:</b>	CORPORATION: WASHINGTON

## PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3496589	ARTA
Registration Number:	3470734	BISTROGRIND
Registration Number:	3024231	CHEF'N
Registration Number:	1484302	CHEF'N
Registration Number:	3696255	CLEANGENUITY
Registration Number:	3424829	DISHRAX
Registration Number:	3105820	DUAL GRINDER
Registration Number:	2650848	EZ SQUEEZE
Registration Number:	3766123	EZ SQUEEZE
Registration Number:	3385206	FLEXICADO
Registration Number:	3737738	FRIDGE FORK
Registration Number:	3509596	GARLICZOOM
Registration Number:	3818988	GRABBIT
Registration Number:	3665256	
Registration Number:	3385205	KITCHZEN

CH \$1065.00 3496589

Property Type	Number	Word Mark
Registration Number:	3148584	LAB921
Registration Number:	3747812	LAB921
Registration Number:	3920918	LAB921
Registration Number:	3505803	OIL WAND
Registration Number:	3709772	PALMBRUSH
Registration Number:	2697081	PEPPER BALL
Registration Number:	2745225	REV'NCHEF
Registration Number:	3270479	
Registration Number:	2720153	SAVVYGRIP
Registration Number:	3283779	SLEEKSTOR
Registration Number:	2703646	
Registration Number:	3505850	SPICESHOT
Registration Number:	3470721	SPICESTRO
Registration Number:	3006428	SWITCHIT
Registration Number:	3192361	WISECRACKER
Registration Number:	3505802	ZIPFLIP
Registration Number:	4027376	PALMPEELER
Serial Number:	85039239	BANANZA BANANA SLICER
Serial Number:	85413347	EMULSTIR
Serial Number:	85413331	ERGOSPHERE
Serial Number:	85198853	
Serial Number:	85413342	FRESHFORCE
Serial Number:	77967214	MADE GREENER
Serial Number:	85045499	QUICKPIT
Serial Number:	85413344	STEM GEM
Serial Number:	85231486	VEGGICHOP
Serial Number:	85413346	VEGGISTEAM

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** vmann@paulweiss.com, dewilliams@paulweiss.com

**Correspondent Name:** Virginia F. Mann

**Address Line 1:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	20099-004
<b>NAME OF SUBMITTER:</b>	Virginia F. Mann
<b>SIGNATURE:</b>	/Virginia F. Mann/

<b>DATE SIGNED:</b>	01/13/2015
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**Total Attachments: 7**

- source=Chef'n Release (Trademarks) (CapitalSouth) (Fully Executed)#page1.tif
- source=Chef'n Release (Trademarks) (CapitalSouth) (Fully Executed)#page2.tif
- source=Chef'n Release (Trademarks) (CapitalSouth) (Fully Executed)#page3.tif
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**EXECUTION VERSION**

**NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of December 23, 2014 is made by CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP, a North Carolina limited partnership ("CapitalSouth"), and CAPITALSOUTH PARTNERS SBIC FUND III, L.P., a Delaware limited partnership ("CapitalSouth SBIC" and together with CapitalSouth, each individually and collectively the "Second Lien Lender") in favor of The Chef'n Corporation, a Washington corporation (the "Company").

**W I T N E S S E T H:**

WHEREAS, in connection with the Note Purchase Agreement, dated as of November 16, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), by and among the Second Lien Lender, the Company, and the Loan Parties (as defined therein) party thereto from time to time, the Company entered into a Second Lien Pledge and Security Agreement, dated November 16, 2011, made by the Company, in favor of the Second Lien Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Security Agreement"), pursuant to which the Company pledged, assigned, and granted to the Second Lien Lender a second priority security interest in all of its right, title and interest in, to and under all personal property and other assets, including the Released Trademarks (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Second Lien Security Agreement;

WHEREAS, in connection with the Second Lien Security Agreement, the Company executed and delivered in favor of the Second Lien Lender the Second Lien Patent and Trademark Security Agreement, dated as of November 16, 2011 and recorded with the United States Patent and Trademark Office (the "USPTO") on December 1, 2011 at Reel 4669, Frame 0664 (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Company assigned, pledged and granted to the Second Lien Lender a continuing security interest to the trademark applications and trademark registrations set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, in connection with the repayment in full and termination of the Note Purchase Agreement, the Second Lien Lender has agreed to release any and all right, title and interest it may have in the Released Trademarks pursuant to the Security Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Second Lien Lender agrees, for the benefit of the Company, as follows:

SECTION 1. Release of Security Interest. The Second Lien Lender does hereby release, relinquish and discharge its security interest in all of the Company's right, title

and interest in, to and under the Released Trademarks and all right, title and interest of the Company in the Released Trademarks are hereby reassigned by the Second Lien Lender to the Company.

SECTION 2. Further Assurances. The Second Lien Lender agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

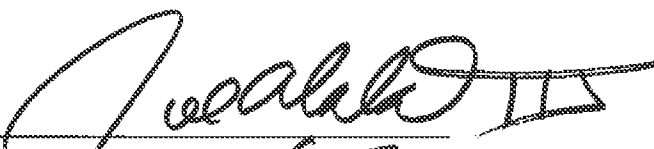
SECTION 3. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 4. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Second Lien Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

CAPITALSOUTH PARTNERS FUND II LIMITED  
PARTNERSHIP, as a Second Lien Lender

By:   
Name: \_\_\_\_\_  
Title: CEO

CAPITALSOUTH PARTNERS SBIC FUND III, L.P., as a  
Second Lien Lender

By:   
Name: \_\_\_\_\_  
Title: CEO

## SCHEDULE A

### U.S. Trademark Registrations

Mark	Registration Number	Date
ARTA	3496589	02-Sep-2008
BISTROGRIND	3470734	22-Jul-2008
CHEFN	3024231	06-Dec-2005
CHEFN	1484302	12-Apr-1988
CLEANGENUITY	3696255	13-Oct-2009
DISHRAX	3424829	06-May-2008
DUAL GRINDER	3105820	20-Jun-2006
EZ SQUEEZE	2650848	12-Nov-2002
EZ SQUEEZE	3766123	30-Mar-2010
FLEXICADO	3385206	19-Feb-2008
FRIDGE FORK	3737738	12-Jan-2010
GARLICZOOM	3509596	30-Sep-2008
GRABBIT	3818988	13-Jul-2010
Green Stripe Packaging (Pantone Matching System 588)	3665256	04-Aug-2009
KITCHZEN	3385205	19-Feb-2008
LAB921	3148584	26-Sep-2006
LAB921	3747812	09-Feb-2010
LAB921	3920918	15-Feb-2011
OILWAND	3505803	23-Sep-2008
PALMBRUSH	3709772	10-Nov-2009
PEPPERBALL	2697081	18-Mar-2003
REV'NCHEF	2745225	29-Jul-2003
Salt & Pepper Machine Configuration	3270479	24-Jul-2007
SAVVYGRIP	2720153	27-May-2003
SLEEKSTOR	3283779	21-Aug-2007
SPHERICAL CONDIMENT GRINDER PRODUCT SHAPE	2703646	08-Apr-2003
SPICESHOT	3505850	23-Sep-2008
SPICESTRO	3470721	22-Jul-2008
SWITCHIT	3006428	11-Oct-2005
WISECRACKER	3192361	02-Jan-2007
ZIPFLIP	3505802	23-Sep-2008
PALMPEELER	4027376	20-Sep-2011

## U.S. Trademark Applications

Mark	Application Number	Date
BANANZA BANANA SLICER	85039239 Published	01-March-2011
EMULSTIR	85413347 Pending	01-Sep-2011
ERGOSPHERE	85413331 Pending	01-Sep-2011
FRESH FORCE DESIGN	85198853 Pending	15-Dec-2010
FRESHFORCE	85413342 Pending	01-Sep-2011
MADE GREENER	77967214 Published	22-Mar-2011
QUICKPIT	85045499 Published	08-Mar-2011
STEMGEM	85413344 Pending	01-Sep-2011
VEGGICHOP	85231486 Pending	01-Feb-2011
VEGGISTEAM	85413346 Pending	01-Sep-2011

## Non-U.S. Trademark Registrations

Mark	Country	Registration Number	Date
CHEF'N	Australia	520928	11-Oct-1989
CHEF'N	Canada	510024	25-Mar-1999
CHEF'N	European Community	151753	10-Nov-1998
CHEF'N	Germany	1162839	21-Aug-1990
CHEF'N	Hong Kong	B6608/2003	23-May-2003
CHEF'N	Japan	5009613	08-Dec-2006
CHEF'N	Korea, Republic of	640559	25-Nov-2005
CHEF'N	Taiwan	1148092	16-Apr-2005
CHEF'N	Taiwan	1148726	16-Apr-2005
CHEF'N	United Kingdom	1400416	18-Oct-1989
CIRCACUT	Australia	916596	11-Nov-2002
CIRCACUT	Norway	217177	09-Jan-2003
CONDIMENT GRINDER PRODUCT SHAPE	Australia	1023134	10-Sep-2007
CONDIMENT GRINDER PRODUCT SHAPE	European Community	4031101	14-Jun-2007
DUAL GRINDER	Canada	TMA755859	21-Dec-2009
DUAL GRINDER	Japan	4954448	19-May-2006
FRESH FORCE DESIGN	Int'l Registration - Madrid	1088555	13-Jun-2011



	Protocol Only		
GRINDTUNE	Norway	217178	09-Jan-2003
LAB921	Australia	1109909	24-Apr-2006
LAB921	European Community	5036231	11-Apr-2007
LAB921	Japan	5122035	28-Mar-2008
MAGNELIFT	Australia	916595	11-Nov-2002
MAGNELIFT	Norway	217179	09-Jan-2003
PEPPERBALL	Australia	837436	10-Oct-2001
PEPPERBALL	Canada	561026	29-Apr-2002
PEPPERBALL	European Community	110429	05-May-1998
PEPPERBALL	Japan	4433661	17-Nov-2000
POPOUT PEELER	Canada	615698	26-Jul-2004
POPOUT PEELER	European Community	003114287	31-Jan-2005
PRODUCT DESIGN FOR CONDIMENT GRINDER	Japan	4925446	03-Feb-2006
REV'NCHEF	Australia	926078	23-Jan-2003
REV'NCHEF	Canada	616988	19-Aug-2004
REV'NCHEF	European Community	002839298	26-May-2004
REV'NCHEF	Japan	4660838	11-Apr-2003
REV'NCHEF	Norway	218161	13-Mar-2003
SAFESTOR	Norway	217180	09-Jan-2003
SAVVYGRIP	Australia	916600	11-Nov-2002
SAVVYGRIP	Norway	217181	09-Jan-2003
SLEEKSTOR	Australia	1109116	21-Aug-2006
SLEEKSTOR	Canada	TMA720922	14-Aug-2008
SLEEKSTOR	European Community	5025747	16-Apr-2007
SLEEKSTOR	Japan	4968545	07-Jul-2006
SPIRAGRIP	Australia	916597	11-Nov-2002
SPIRAGRIP	Norway	217182	09-Jan-2003
SWITCHIT	Canada	TMA692893	27-Jul-2007
SWITCHIT	European Community	3260619	28-Jan-2005
TASTEFUL INGENUITY	Australia	916603	09-Dec-2002
TASTEFUL INGENUITY	Norway	217183	09-Jan-2003
WISECRACKER	Australia	1109122	21-Aug-2006
WISECRACKER	Canada	714228	13-May-2008
WISECRACKER	European Community	5025804	16-Apr-2007
WISECRACKER	Japan	5001334	02-Nov-2006

### Non-U.S. Trademark Applications

Mark	Country	Application Number	Date
FRESH FORCE DESIGN	Australia	Pending	13-Jun-2011

FRESH FORCE DESIGN	Canada	1531804 Pending	15-Jun-2011
FRESH FORCE DESIGN	China (People's Republic)	Pending	13-Jun-2011
FRESH FORCE DESIGN	European Community	Pending	13-Jun-2011
FRESH FORCE DESIGN	Japan	Pending	13-Jun-2011
LAB921	Canada	1298799 Allowed	24-Apr-2006