

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335915

|  |                              |  |                       |
|--|------------------------------|--|-----------------------|
| <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>    |
| John Hancock Life Insurance Company (U.S.A.) |                              | 03/18/2015                               | CORPORATION: MICHIGAN |
| <b>RECEIVING PARTY DATA</b>                  |                              |  |                       |
| <b>Name:</b>                                 | Bradshaw International, Inc. |  |                       |
| <b>Street Address:</b>                       | 9409 Buffalo Street          |  |                       |
| <b>City:</b>                                 | Rancho Cucamonga             |  |                       |
| <b>State/Country:</b>                        | CALIFORNIA                   |  |                       |
| <b>Postal Code:</b>                          | 91730                        |  |                       |
| <b>Entity Type:</b>                          | CORPORATION: CALIFORNIA      |  |                       |
| <b>PROPERTY NUMBERS Total: 38</b>            |                              |  |                       |
| <b>Property Type</b>                         | <b>Number</b>                | <b>Word Mark</b>                         |                       |
| <b>Registration Number:</b>                  | 0920633                      | FAIRGROVE                                |                       |
| <b>Registration Number:</b>                  | 0965485                      | BONNY                                    |                       |
| <b>Registration Number:</b>                  | 1604386                      | GOOD COOK                                |                       |
| <b>Registration Number:</b>                  | 1767212                      | GOODCOOK ULTRA SERIES                    |                       |
| <b>Registration Number:</b>                  | 1767215                      | GOOD COOK                                |                       |
| <b>Registration Number:</b>                  | 1983228                      | BRIGHT BUYS                              |                       |
| <b>Registration Number:</b>                  | 1952999                      |  |                       |
| <b>Registration Number:</b>                  | 1976111                      | BONNY                                    |                       |
| <b>Registration Number:</b>                  | 2094958                      | OVEN FRESH PREMIUM GOOD COOK BAKEWARE    |                       |
| <b>Registration Number:</b>                  | 2189233                      | AIR PERFECT                              |                       |
| <b>Registration Number:</b>                  | 2605507                      | GOOD COOK THE ART OF GOOD COOKING        |                       |
| <b>Registration Number:</b>                  | 2581780                      | EZ V A C                                 |                       |
| <b>Registration Number:</b>                  | 3382441                      | GOOD COOK REAL LIFE, REAL COOKING.       |                       |
| <b>Registration Number:</b>                  | 3300286                      | PARTY POP-UPS                            |                       |
| <b>Registration Number:</b>                  | 3300287                      | PARTY POP-UPS                            |                       |
| <b>Registration Number:</b>                  | 3432236                      | SPYRO                                    |                       |
| <b>Registration Number:</b>                  | 3544200                      | QUATTRO                                  |                       |
| <b>Registration Number:</b>                  | 3680326                      | HARMONY                                  |                       |
| <b>Registration Number:</b>                  | 3641767                      | OVEN FRESH GOOD COOK THE ART OF GOOD COO |                       |
| <b>TRADEMARK</b>                             |                              |  |                       |

OP \$965.00 0920633

| Property Type        | Number  | Word Mark               |
|----------------------|---------|-------------------------|
| Registration Number: | 3588432 | YUM! GADGETS            |
| Registration Number: | 3507835 | AIR PERFECT             |
| Registration Number: | 3727094 | BRADSHAW                |
| Registration Number: | 3800189 | LUNCH & MUNCH           |
| Registration Number: | 3677637 | GOOD COOK PRECISION     |
| Registration Number: | 3797348 | WE ALL LOVE TO EAT!     |
| Registration Number: | 4056840 | GOOD COOK TOUCH         |
| Registration Number: | 2979483 | COOK N' POUR            |
| Registration Number: | 3136941 | FLEXFORM                |
| Registration Number: | 3240492 | TWISTER ICE CREAM SCOOP |
| Registration Number: | 3138980 | PRO FRESHIONALS         |
| Registration Number: | 3215256 | BAKE-N-TAKE             |
| Registration Number: | 3183681 | ORBI                    |
| Registration Number: | 3213144 | SAFECUT                 |
| Registration Number: | 4116204 | RANGEPRO                |
| Registration Number: | 4107040 | PANCAKE CREATOR         |
| Registration Number: | 4080134 | SMART SCOOP             |
| Registration Number: | 4140358 | OVEN FRESH              |
| Registration Number: | 4207948 |                         |

**CORRESPONDENCE DATA**

Fax Number: 4168657380

*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.*

Phone: 4168658244

Email: efan@torys.com

Correspondent Name: Edward Fan

Address Line 1: 79 Wellington Street West

Address Line 2: 30th Floor

Address Line 4: Toronto, CANADA M5K 1N2

**ATTORNEY DOCKET NUMBER:** 37029-2001

**NAME OF SUBMITTER:** Edward Fan

**SIGNATURE:** /Edward Fan/

**DATE SIGNED:** 03/23/2015

**Total Attachments: 6**

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## **TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT** (this "Termination"), is dated as of March 18, 2015, and made by John Hancock Life Insurance Company (U.S.A.) ("Agent"), with its mailing address at 197 Clarendon Street, Boston Massachusetts 02116, acting in its capacity as administrative agent under the Credit Agreement referred to below, to Bradshaw International, Inc. ("Debtor"), with its mailing address at 9409 Buffalo Street, Rancho Cucamonga, California 91730.

WHEREAS, reference is made to that certain Credit Agreement dated as of December 28, 2012 by and among the Debtor, as the Borrower, the Guarantors from time to time party thereto, Agents and the Lenders from time to time party thereto (as extended, renewed, amended or restated from time to time, the "Credit Agreement");

WHEREAS, Debtor and Agent entered into a Trademark Collateral Agreement, dated as of December 28, 2012, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4935, Frame 0720 on January 4, 2013, pursuant to which Debtor granted to Agent a continuing lien on and security interest (the "Trademark Lien") in:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages, (collectively, the "Trademarks"); and

WHEREAS, Agent now desires to terminate and release the Trademark Lien,

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, Agent hereby states as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

2. Non-Assignment. Agent has not assigned or otherwise disposed of its interest in and to the Trademarks.

3. Release of Security Interest. Agent hereby terminates the Trademark Lien and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Agent in the Trademarks.

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

*[The remainder of this page intentionally left blank.]*

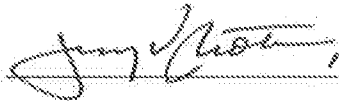
**JOHN HANCOCK LIFE INSURANCE  
COMPANY (U.S.A.), AS ADMINISTRATIVE  
AGENT**

Per: Tina Marks  
Name: Tina Marks  
Title: Manager, PTD, Trade and Reconciliation  
Its duly authorized signatory

*[Signature Page to Termination and Release of Trademark Collateral Agreement]*

ACKNOWLEDGED AND AGREED:

BRADSHAW INTERNATIONAL, INC.

Per:  CFO

*I have authority to bind the Corporation*

*[Signature Page to Termination and Release of Trademark Collateral Agreement]*

## SCHEDULE A

### U.S. Federal Trademark Registrations

|    |   |                              |                              |                            |
|----|---|------------------------------|------------------------------|----------------------------|
| 1  | <b>Serial #:</b> <u>72363143</u><br><b>Mark:</b> FAIRGROVE                                    | <b>Filing Dt:</b> 06/19/1970 | <b>Reg #:</b> <u>920633</u>  | <b>Reg. Dt:</b> 09/21/1971 |
| 2  | <b>Serial #:</b> <u>72422698</u><br><b>Mark:</b> BONNY  | <b>Filing Dt:</b> 04/28/1972 | <b>Reg #:</b> <u>965485</u>  | <b>Reg. Dt:</b> 08/07/1973 |
| 3  | <b>Serial #:</b> <u>73791521</u><br><b>Mark:</b> GOOD COOK                                    | <b>Filing Dt:</b> 04/06/1989 | <b>Reg #:</b> <u>1604386</u> | <b>Reg. Dt:</b> 07/03/1990 |
| 4  | <b>Serial #:</b> <u>74202192</u><br><b>Mark:</b> GOODCOOK ULTRA SERIES                        | <b>Filing Dt:</b> 09/10/1991 | <b>Reg #:</b> <u>1767212</u> | <b>Reg. Dt:</b> 04/27/1993 |
| 5  | <b>Serial #:</b> <u>74241914</u><br><b>Mark:</b> GOOD COOK                                    | <b>Filing Dt:</b> 01/31/1992 | <b>Reg #:</b> <u>1767215</u> | <b>Reg. Dt:</b> 04/27/1993 |
| 6  | <b>Serial #:</b> <u>74404792</u><br><b>Mark:</b> BRIGHT BUYS                                  | <b>Filing Dt:</b> 06/23/1993 | <b>Reg #:</b> <u>1983228</u> | <b>Reg. Dt:</b> 07/02/1996 |
| 7  | <b>Serial #:</b> <u>74625979</u><br><b>Mark:</b> design only                                  | <b>Filing Dt:</b> 01/26/1995 | <b>Reg #:</b> <u>1952999</u> | <b>Reg. Dt:</b> 01/30/1996 |
| 8  | <b>Serial #:</b> <u>74626099</u><br><b>Mark:</b> BONNY  | <b>Filing Dt:</b> 01/26/1995 | <b>Reg #:</b> <u>1976111</u> | <b>Reg. Dt:</b> 05/28/1996 |
| 9  | <b>Serial #:</b> <u>75156401</u><br><b>Mark:</b> OVEN FRESH PREMIUM GOOD COOK BAKEWARE        | <b>Filing Dt:</b> 08/26/1996 | <b>Reg #:</b> <u>2094958</u> | <b>Reg. Dt:</b> 09/09/1997 |
| 10 | <b>Serial #:</b> <u>75321482</u><br><b>Mark:</b> AIR PERFECT                                  | <b>Filing Dt:</b> 07/09/1997 | <b>Reg #:</b> <u>2189233</u> | <b>Reg. Dt:</b> 09/15/1998 |
| 11 | <b>Serial #:</b> <u>76033499</u><br><b>Mark:</b> GOOD COOK THE ART OF GOOD COOKING            | <b>Filing Dt:</b> 04/25/2000 | <b>Reg #:</b> <u>2605507</u> | <b>Reg. Dt:</b> 08/06/2002 |
| 12 | <b>Serial #:</b> <u>76254055</u><br><b>Mark:</b> EZ V A C                                     | <b>Filing Dt:</b> 05/09/2001 | <b>Reg #:</b> <u>2581780</u> | <b>Reg. Dt:</b> 06/18/2002 |
| 13 | <b>Serial #:</b> <u>77003902</u><br><b>Mark:</b> GOOD COOK REAL LIFE, REAL COOKING.           | <b>Filing Dt:</b> 09/21/2006 | <b>Reg #:</b> <u>3382441</u> | <b>Reg. Dt:</b> 02/12/2008 |
| 14 | <b>Serial #:</b> <u>77099410</u><br><b>Mark:</b> PARTY POP-UPS                                | <b>Filing Dt:</b> 02/05/2007 | <b>Reg #:</b> <u>3300286</u> | <b>Reg. Dt:</b> 09/25/2007 |
| 15 | <b>Serial #:</b> <u>77099415</u><br><b>Mark:</b> PARTY POP-UPS                                | <b>Filing Dt:</b> 02/05/2007 | <b>Reg #:</b> <u>3300287</u> | <b>Reg. Dt:</b> 09/25/2007 |
| 16 | <b>Serial #:</b> <u>77111171</u><br><b>Mark:</b> SPYRO  | <b>Filing Dt:</b> 02/20/2007 | <b>Reg #:</b> <u>3432236</u> | <b>Reg. Dt:</b> 05/20/2008 |
| 17 | <b>Serial #:</b> <u>77111174</u><br><b>Mark:</b> QUATTRO                                      | <b>Filing Dt:</b> 02/20/2007 | <b>Reg #:</b> <u>3544200</u> | <b>Reg. Dt:</b> 12/09/2008 |
| 18 | <b>Serial #:</b> <u>77188309</u><br><b>Mark:</b> HARMONY                                      | <b>Filing Dt:</b> 05/23/2007 | <b>Reg #:</b> <u>3680326</u> | <b>Reg. Dt:</b> 09/08/2009 |
| 19 | <b>Serial #:</b> <u>77295249</u><br><b>Mark:</b> OVEN FRESH GOOD COOK THE ART OF GOOD COOKING | <b>Filing Dt:</b> 10/03/2007 | <b>Reg #:</b> <u>3641767</u> | <b>Reg. Dt:</b> 06/23/2009 |



|    |  |                              |                              |                            |
|----|--|------------------------------|------------------------------|----------------------------|
| 20 | <b>Serial #:</b> <u>77334608</u><br><b>Mark:</b> YUM! GADGETS            | <b>Filing Dt:</b> 11/20/2007 | <b>Reg #:</b> <u>3588432</u> | <b>Reg. Dt:</b> 03/10/2009 |
| 21 | <b>Serial #:</b> <u>77395504</u><br><b>Mark:</b> AIR PERFECT             | <b>Filing Dt:</b> 02/13/2008 | <b>Reg #:</b> <u>3507835</u> | <b>Reg. Dt:</b> 09/30/2008 |
| 22 | <b>Serial #:</b> <u>77397190</u><br><b>Mark:</b> BRADSHAW                | <b>Filing Dt:</b> 02/14/2008 | <b>Reg #:</b> <u>3727094</u> | <b>Reg. Dt:</b> 12/22/2009 |
| 23 | <b>Serial #:</b> <u>77512506</u><br><b>Mark:</b> LUNCH & MUNCH           | <b>Filing Dt:</b> 07/01/2008 | <b>Reg #:</b> <u>3800189</u> | <b>Reg. Dt:</b> 06/08/2010 |
| 24 | <b>Serial #:</b> <u>77527326</u><br><b>Mark:</b> GOOD COOK PRECISION     | <b>Filing Dt:</b> 07/21/2008 | <b>Reg #:</b> <u>3677637</u> | <b>Reg. Dt:</b> 09/01/2009 |
| 25 | <b>Serial #:</b> <u>77751019</u><br><b>Mark:</b> WE ALL LOVE TO EAT!     | <b>Filing Dt:</b> 06/03/2009 | <b>Reg #:</b> <u>3797348</u> | <b>Reg. Dt:</b> 06/01/2010 |
| 26 | <b>Serial #:</b> <u>77847432</u><br><b>Mark:</b> GOOD COOK TOUCH         | <b>Filing Dt:</b> 10/13/2009 | <b>Reg #:</b> <u>4056840</u> | <b>Reg. Dt:</b> 11/15/2011 |
| 27 | <b>Serial #:</b> <u>78322769</u><br><b>Mark:</b> COOK N' POUR            | <b>Filing Dt:</b> 11/04/2003 | <b>Reg #:</b> <u>2979483</u> | <b>Reg. Dt:</b> 07/26/2005 |
| 28 | <b>Serial #:</b> <u>78509958</u><br><b>Mark:</b> FLEXFORM                | <b>Filing Dt:</b> 11/02/2004 | <b>Reg #:</b> <u>3136941</u> | <b>Reg. Dt:</b> 08/29/2006 |
| 29 | <b>Serial #:</b> <u>78552642</u><br><b>Mark:</b> TWISTER ICE CREAM SCOOP | <b>Filing Dt:</b> 01/24/2005 | <b>Reg #:</b> <u>3240492</u> | <b>Reg. Dt:</b> 05/08/2007 |
| 30 | <b>Serial #:</b> <u>78725780</u><br><b>Mark:</b> PRO FRESHIONALS         | <b>Filing Dt:</b> 10/04/2005 | <b>Reg #:</b> <u>3138980</u> | <b>Reg. Dt:</b> 09/05/2006 |
| 31 | <b>Serial #:</b> <u>78803223</u><br><b>Mark:</b> BAKE-N-TAKE             | <b>Filing Dt:</b> 01/31/2006 | <b>Reg #:</b> <u>3215256</u> | <b>Reg. Dt:</b> 03/06/2007 |
| 32 | <b>Serial #:</b> <u>78803241</u><br><b>Mark:</b> ORBI                    | <b>Filing Dt:</b> 01/31/2006 | <b>Reg #:</b> <u>3183681</u> | <b>Reg. Dt:</b> 12/12/2006 |
| 33 | <b>Serial #:</b> <u>78873658</u><br><b>Mark:</b> SAFECUT                 | <b>Filing Dt:</b> 05/01/2006 | <b>Reg #:</b> <u>3213144</u> | <b>Reg. Dt:</b> 02/27/2007 |
| 34 | <b>Serial #:</b> <u>85278286</u><br><b>Mark:</b> RANGEPRO                | <b>Filing Dt:</b> 03/28/2011 | <b>Reg #:</b> <u>4116204</u> | <b>Reg. Dt:</b> 03/20/2012 |
| 35 | <b>Serial #:</b> <u>85320318</u><br><b>Mark:</b> PANCAKE CREATOR         | <b>Filing Dt:</b> 05/13/2011 | <b>Reg #:</b> <u>4107040</u> | <b>Reg. Dt:</b> 02/28/2012 |
| 36 | <b>Serial #:</b> <u>85331164</u><br><b>Mark:</b> SMART SCOOP             | <b>Filing Dt:</b> 05/26/2011 | <b>Reg #:</b> <u>4080134</u> | <b>Reg. Dt:</b> 01/03/2012 |
| 37 | <b>Serial #:</b> <u>85366162</u><br><b>Mark:</b> OVEN FRESH              | <b>Filing Dt:</b> 07/08/2011 | <b>Reg #:</b> <u>4140358</u> | <b>Reg. Dt:</b> 05/08/2012 |
| 38 | <b>Serial #:</b> <u>85414493</u><br><b>Mark:</b> design only             | <b>Filing Dt:</b> 09/02/2011 | <b>Reg #:</b> <u>4207948</u> | <b>Reg. Dt:</b> 09/11/2012 |