# OP \$565.00 4158427

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM475222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		05/23/2018	Public Limited Company: UNITED KINGDOM

#### **RECEIVING PARTY DATA**

Name:	Hearthside Food Solutions, LLC
Street Address:	3250 Lacey Road, Suite 200
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	Limited Liability Company: DELAWARE
Name:	Cloud Packaging Solutions LLC
Street Address:	3250 Lacey Road, Suite 200
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	Limited Liability Company: DELAWARE
Name:	Ryt-way Industries, LLC
Street Address:	3250 Lacey Road, Suite 200
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	Limited Liability Company: DELAWARE
Name:	Oak State Products, LLC
Street Address:	3250 Lacey Road, Suite 200
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	4158427	HYDROFORMA
		IKADEWAKA

900451872 REEL: 006335 FRAME: 0211

Property Type	Number	Word Mark	
Registration Number:	3954213	R	
Registration Number:	3954214	THE RYT-WAY TO PACKAGE FOOD	
Registration Number:	3954215	RYT-WAY	
Registration Number:	1973544	BUTTERY BUTTER	
Registration Number:	2102447	MICRO POP	
Registration Number:	3964359	CLOUD	
Registration Number:	2082032	MVP	
Registration Number:	0913075	CLOUD	
Registration Number:	0912900	CLOUD	
Registration Number:	0883939	CLOUD	
Registration Number:	4471541	С	
Registration Number:	4455784	C CLOUD	
Registration Number:	4478595	NOTHING REIGNS LIKE A CLOUD	
Registration Number:	2955799	FIRESIDE BAKING COMPANY	
Registration Number:	2972792	FIRESIDE BAKING COMPANY	
Registration Number:	2656418	FIRESIDE BAKING COMPANY	
Registration Number:	4461118	FIRESIDE BAKING COMPANY	
Registration Number:	4439455	MAURICE LENELL QUALITY COOKIES SINCE 193	
Registration Number:	2800150	MAURICE LENELL	
Registration Number:	2802145	MAURICE LENELL	
Registration Number:	4084209	SLE A PRODUCT OF OAK STATE ALSO AVAILABL	

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE: /Elaine Carrera/	
<b>DATE SIGNED:</b> 05/23/2018	

#### **Total Attachments: 7**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of May 23, 2018 (the "Effective Date"), is made by Barclays Bank PLC, in its capacity as Collateral Agent (the "Agent"), in favor of the grantors identified on Schedule I attached hereto (collectively, the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of June 2, 2014, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement") granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a (i) Trademark Security Agreement, dated as of June 2, 2014 (the "Original Trademark Security Agreement") and (ii) Trademark Security Agreement, dated as of September 7, 2016 (the "Supplemental Trademark Security Agreement" and, together with the Original Trademark Security Agreement, the "Trademark Security Agreements"), each for recordal with the United States Patent and Trademark Office;

WHEREAS, the (i) Original Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 2, 2014 at Reel/Frame 5293/0797 and (ii) Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 8, 2016 at Reel/Frame 5872/0442;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule II attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

BARCLAYS BANK PLC, acting in its capacity as Collateral Agent for the Lenders

By:

Name: Ritam Bhalla

Title: Director

[Hearthside - Signature Page to Trademark Release]

## Schedule I

## **Grantors**

Hearthside Food Solutions, LLC Cloud Packaging Solutions LLC Ryt-way Industries, LLC Oak State Products, LLC

**Schedule II** 

# Release of Trademark Security Agreement recorded June 2, 2014 at Reel/Frame 5293/0797

## 1. Registrations

Owner	Trademark	Jurisdiction	Serial No.	Registration No.
Ryt-Way Industries, LLC	HYDROFORMA	United States	85121000	4158427
Ryt-Way Industries, LLC	R	United States	85114430	3954213
Ryt-Way Industries, LLC	THE RYT-WAY TO PACKAGE FOOD	United States	85114441	3954214
Ryt-Way Industries, LLC	RYT-WAY	United States	85114443	3954215
Ryt-Way Industries, LLC	BUTTERY BUTTER	United States	74604927	1973544
Ryt-Way Industries, LLC	MICRO POP	United States	74343257	2102447
Cloud Packaging Solutions LLC	CLOUD	United States	77969717	3964359
Cloud Packaging Solutions LLC	MVP	United States	74661575	2082032
Cloud Packaging Solutions LLC	CLOUD	United States	72364387	0913075
Cloud Packaging Solutions LLC	CLOUD	United States	72325844	0912900
Cloud Packaging Solutions LLC	CLOUD	United States	72325843	0883939
Cloud Packaging Solutions LLC	С	United States	85584668	4471541
Cloud Packaging Solutions LLC	C CLOUD	United States	85584677	4455784
Cloud Packaging Solutions LLC	NOTHING REIGNS LIKE A CLOUD	United States	85584566	4478595

Trademarks owned by Hearthside Food Solutions, LLC:

Mark	Status	Country	App. No.	Reg. No.
FIRESIDE BAKING COMPANY & Design	Registered	United States	78975790	2955799
FIRESIDE BAKING COMPANY & Design	Registered	United States	78160170	2972792
FIRESIDE BAKING COMPANY & Design	Registered	United States	76364919	2656418

Mark	Status	Country	App. No.	Reg. No.
FIRESIDE BAKING COMPANY	Registered	United States	85778462	4461118
MAURICE LENELL QUALITY COOKIES SINCE 1937	Registered	United States	85893093	4439455
MAURICE LENELL	Registered	United States	76492602	2800150
MAURICE LENELL	Registered	United States	76492288	2802145

# Release of Supplemental Trademark Security Agreement recorded September 8, 2016 at Reel/Frame 5872/0442

Trademarks owned by Oak State Products, Inc.:

MARK	STATUS	COUNTRY	App. No.	Reg. No.
SLE A PRODUCT OF OAK STATE ALSO AVAILABLE IN	Registered	United States	77530617	4084209
NATURAL AND SUGAR-FREE	Registered	United States	77330017	4004209

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?
Barclays Bank PLC	No Name: Hearthside Food Solutions, LLC
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	Street Address: 3250 Lacey Road, Suite 200
Corporation- State:	City: Downers Grove
X Other Public Limited Company	State: Winois
Citizenship (see guidelines) United Kingdom	Country:USA Zip: 60515
Additional names of conveying parties attached? Yes No	Citizenship
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s)May 23, 2018	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship  Other_LLC-DE Citizenship USA
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other Release of Security Interest	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  Text	l identification or description of the Trademark. B. Trademark Registration No.(s)
See Schedule II	See Schedule II  Additional sheet(s) attached? Yes No
C. Identification or Description of Trademark(s) (and Filing	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	☐ Authorized to be charged to deposit account ☐ Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	Domosii Assault Number
Docket Number:	Deposit Account Number
Email Address:ecarrera@cahill.com	Authorized User Name
9. Signature:	May 23, 2018
Signaturë Elaine Carrera	Date  Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# Addendum to Cover Page of Trademarks Form Cover Sheet

## 2. Name and address of receiving party(ies)

**RECORDED: 05/23/2018** 

Cloud Packaging Solutions LLC, a Delaware Limited Liability Company 3250 Lacey Road, Suite 200 Downers Grove, IL 60515 Citizenship – USA – DE

Ryt-way Industries, LLC, a Delaware Limited Liability Company 3250 Lacey Road, Suite 200 Downers Grove, IL 60515 Citizenship – USA – DE

Oak State Products, LLC, a Delaware Limited Liability Company 3250 Lacey Road, Suite 200 Downers Grove, IL 60515 Citizenship – USA – DE