

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504541

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Intellectual Property Collateral		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTARES CAPITAL LP		01/04/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lipari Foods Operating Company, LLC		
<b>Street Address:</b>	26661 Bunert Road		
<b>City:</b>	Warren		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48089		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	EDS Manufacturing LLC		
<b>Street Address:</b>	26661 Bunert Road		
<b>City:</b>	Warren		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48089		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>Name:</b>	JL Manufacturing LLC		
<b>Street Address:</b>	26661 Bunert Road		
<b>City:</b>	Warren		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48089		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3568158	THE ROMANCE OF CHEESE	
<b>Registration Number:</b>	3474907	MANAR MEDITERRANEAN	
<b>Registration Number:</b>	3690984	MANAR MEDITERRANEAN AUTHENTIC TASTE OF T	
<b>Registration Number:</b>	3983859	ALEX'S NATURALS	
<b>Registration Number:</b>	4115565	BRANDI'S BAKERY FRESHLY BAKED	
<b>Registration Number:</b>	4031507	SEAFOOD WITH SAUCY SEAPHISTICATION	
<b>Registration Number:</b>	4202401	ZOPPITTY	
<b>TRADEMARK</b>			

CH \$790.00 3568158

Property Type	Number	Word Mark
Registration Number:	4202405	ZOPPITTY
Registration Number:	4479129	COUNTRY TRADITION
Registration Number:	2922691	COUNTRY TRADITION
Registration Number:	4282036	LIPARI
Registration Number:	4274887	LIPARI LF SINCE 1963
Registration Number:	4315868	LIPARI OLD TYME
Registration Number:	4210032	LIPARI OLD TYME
Registration Number:	4304058	WE PUT THE CONVENIENCE IN FOOD
Registration Number:	4304057	"C" THE DIFFERENCE!
Registration Number:	3493627	COPPERWOOD KITCHEN
Registration Number:	4303925	BRANDI'S BAKERY
Serial Number:	85558790	PREMO
Serial Number:	85558771	P PREMO BRAND
Registration Number:	0739810	PIC-A-NUT
Registration Number:	1248524	PRIDE OF CALIFORNIA
Registration Number:	1198137	OLD FAVORITE
Registration Number:	1651985	THE PIC-A-NUT GANG & PALS THE ORIGINAL P
Registration Number:	3443419	RENO'S
Registration Number:	1598796	BERNEA FARMS
Registration Number:	1254637	MICHIGAN
Registration Number:	0921213	MICHIGAN
Registration Number:	4949183	YODER'S
Serial Number:	86544990	YODER'S
Serial Number:	86921856	MICHIGAN

**CORRESPONDENCE DATA**

**Fax Number:** 2125562222

*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:** 2127905315

**Email:** dnelson@kslaw.com

**Correspondent Name:** Danielle Nelson c/o King & Spalding LLP

**Address Line 1:** 1185 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	22939.515080
<b>NAME OF SUBMITTER:</b>	Danielle Nelson
<b>SIGNATURE:</b>	/s/ Danielle Nelson
<b>DATE SIGNED:</b>	01/04/2019

**Total Attachments: 11**

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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of January 4, 2019, is made by **ANTARES CAPITAL LP**, as successor agent to General Electric Capital Corporation in its capacity as Agent for the Lenders, the L/C Issuers and the other Secured Parties (the “**Agent**”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

**WHEREAS**, in connection with that certain Amended and Restated Credit Agreement dated as of October 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Lipari Foods Operating Company, LLC (the “**Borrower**”), the other Credit Parties parties thereto, the Lenders, the L/C Issuers from time to time party thereto and Agent, and together with all general security agreements, trademark security agreements and patent security agreements entered into in connection therewith or in connection with prior versions thereof, the Lenders and the L/C issuers have severally agreed to make extensions of credit to the Borrower;

**WHEREAS**, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the “**Security Agreements**”), the Borrower granted security interests in the certain intellectual property owned by Borrower, including those listed on Annex I attached hereto (the “**Intellectual Property Collateral**”); and

**WHEREAS**, the Security Agreements were recorded in the U.S. Patent and Trademark Office (“USPTO”) and the U.S. Copyright Office on the dates and on the reels and frames set forth on Annex I hereto.

**NOW THEREFORE**, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights and title in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to Borrower.

The Agent acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other governmental office to evidence the release granted here in at the sole expense of the Borrower. The Agent authorizes the Borrower and its respective designees to record this Release with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Borrower.


The Agent agrees, at Borrower’s expense, to cooperate with Borrower and to provide Borrower with the information and additional authorization reasonably required or desirable to effect the release of the Agent’s security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

ANTARES CAPITAL LP, as Agent

By:   
Name: Richard Davidson  
Title: Duly Authorized Signatory

## ANNEX I

Trademark Security Agreement dated as of October 7, 2014, by Borrower in favor of Agent, was recorded with the U.S. Patent and Trademark Office on October 7, 2014 at Reel/Frame No. 5376/0930.

## I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Lipari Foods Operating Company, LLC	THE ROMANCE OF CHEESE	3,568,158	1-27-2009
Lipari Foods Operating Company, LLC	MANAR MEDITERRANEAN	3,474,907	7-29-2008
Lipari Foods Operating Company, LLC	MANAR MEDITERRANEAN: AN AUTHENTIC TASTE OF THE MEDITERRANEAN (LOGO)	3,690,984	10-6-2009
Lipari Foods Operating Company, LLC	ALEX'S NATURALS	3,983,859	6-28-2011
Lipari Foods Operating Company, LLC	BRANDI'S BAKERY FRESHLY BAKED	4,115,565	3-20-2012
Lipari Foods Operating Company, LLC	SEAFOOD WITH SAUCY SEAPHISTICATION	4,031,507	9-27-2011
Lipari Foods Operating Company, LLC	ZOPPITTY	4,202,401	9-4-2012
Lipari Foods Operating Company, LLC	ZOPPITTY (LOGO)	4,202,405	9-4-2012
Lipari Foods Operating Company, LLC	COUNTRY TRADITION	4,479,129	2-4-2014
Lipari Foods Operating Company, LLC	COUNTRY TRADITION	2,922,691	02-01-2005

Lipari Foods Operating Company, LLC	LIPARI	4,282,036	1-29-2013
Lipari Foods Operating Company, LLC	LIPARI LF SINCE 1963 (LOGO)	4,274,887	1-15-2013
Lipari Foods Operating Company, LLC	LIPARI OLD TYME	4,315,868	4-9-2013
Lipari Foods Operating Company, LLC	LIPARI OLD TYME (LOGO)	4,210,032	9-18-2012
Lipari Foods Operating Company, LLC	WE PUT THE CONVENIENCE IN FOOD	4,304,058	3-19-2013
Lipari Foods Operating Company, LLC	"C" THE DIFFERENCE! (LOGO)	4,304,057	3-19-2013
Lipari Foods Operating Company, LLC	COPPERWOOD KITCHENS	3,493,627	8-26-2008
Lipari Foods Operating Company, LLC	BRANDI'S BAKERY	4,303,925	3-29-2013
Lipari Foods Operating Company, LLC	MICHIGAN BRAND	040809	11-10-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	040810	11-10-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	040846	12-2-1970
Lipari Foods Operating Company, LLC	COTTAGE CHEESE DESIGN (LOGO)	5008-0360	11-18-1970

Lipari Foods Operating Company, LLC	MICHIGAN	5008-0371	12-2-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND	5008-0349	Uncertain
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	TM6288	12-2-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND	013593.03	11-6-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	013592.03	11-18-1970

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Trademark</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Lipari Foods Operating Company, LLC	WHOLEY & DESIGN	Trademark License Agreement	November 2, 2007	Robert Wholey & Co., Inc.
Lipari Foods Operating Company, LLC	WHOLEY	Trademark License Agreement	November 2, 2007	Robert Wholey & Co., Inc.
Lipari Foods Operating Company, LLC	CAPTAIN BOB'S	Trademark License Agreement	November 2, 2007	Robert Wholey & Co., Inc.
Lipari Foods Operating Company, LLC	MAKE A WISH FOUNDATION	Cause Marketing Fundraising Contract and License Agreement	February 4, 2011	Make-A-Wish Foundation of Michigan



Lipari Foods Operating Company, LLC	MY PREMIER (LOGO)	Purchase and Supply Agreement	September 30, 2014	Reser's Fine Foods, Inc.
Lipari Foods Operating Company, LLC	YODER'S	Purchase and Supply Agreement	September 30, 2014	Reser's Fine Foods, Inc.
Lipari Foods Operating Company, LLC	YODER'S IT'S GRANDMA GOOD! (LOGO)	Purchase and Supply Agreement	September 30, 2014	Reser's Fine Foods, Inc.
Lipari Foods Operating Company, LLC	BELLADORO	Verbal contract	N/A	Belladoro Inc.
Lipari Foods Operating Company, LLC	BFREE BE WHEAT & GLUTEN FREE	Verbal contract	N/A	Bfree Foods Limited
Lipari Foods Operating Company, LLC	BORRELLI	Verbal contract	N/A	Borrelli Distributors Inc.
Lipari Foods Operating Company, LLC	BORRELLI (LOGO)	Verbal contract	N/A	Borrelli Distributors Inc.
Lipari Foods Operating Company, LLC	MOE & JOE'S	Verbal contract	N/A	Garden Fresh Salsa Company, Inc. (DBA Mojo Dipping Company)
Lipari Foods Operating Company, LLC	MOE & JOE'S	Verbal contract	N/A	Garden Fresh Salsa Company, Inc. (DBA Mojo Dipping Company)
Lipari Foods Operating Company, LLC	THE PERLA COMPANY	Verbal contract	N/A	G.M. Piccoli S.r.l.

Lipari Foods Operating Company, LLC	THE PERLA COMPANY QUALITY GUARANTEE (LOGO)	Verbal contract	N/A	G.M. Piccoli S.r.l.
Lipari Foods Operating Company, LLC	SOKOLÓW	Verbal contract	N/A	Sokolów-Service Sp. z o.o.
Lipari Foods Operating Company, LLC	ST PIERRE (LOGO)	Verbal contract	N/A	Carrs Foods International Ltd

Trademark Security Agreement dated as of October 7, 2014, by EDS Manufacturing LLC in favor of Agent, was recorded with the U.S. Patent and Trademark Office on October 7, 2014 at Reel/Frame No. 5377/0001.

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
EDS Manufacturing LLC	EASTSIDE DELI	M03496	4-24-2002
EDS Manufacturing LLC	GRABBERS (and LOGO)	M05885	4-6-2005
EDS Manufacturing LLC	GRAB FRESH	M08986	6-8-2006
EDS Manufacturing LLC	FRESH GRAB (and LOGO)	M08988	6-8-2006
EDS Manufacturing LLC	PREMO BRAND	M08365	3-24-2008
EDS Manufacturing LLC	PREMO	85/558,790* Opposition no. 91206407 filed 7-30-2012 by Premio Foods, Inc., pending at Trademark Trial and Appeal Board	3-2-2012
EDS Manufacturing LLC	P PREMO BRAND (LOGO)	85/558,771* Opposition no. 91217606 filed 7-28-14 by Premio Foods, Inc., pending at Trademark Trial and Appeal Board	3-2-2012

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

Trademark Security Agreement dated as of October 7, 2014, by JL Manufacturing LLC in favor of Agent, was recorded with the U.S. Patent and Trademark Office on October 7, 2014 at Reel/Frame No. 5377/0019.

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
JL Manufacturing LLC	PIC-A-NUT	739,810	10-23-1962
JL Manufacturing LLC	PRIDE OF CALIFORNIA	1,248,524	8-16-1983
JL Manufacturing LLC	OLD FAVORITE	1,198,137	6-15-1982
JL Manufacturing LLC	THE PIC-A-NUT GANG AND PALS THE ORIGINAL PIC-A-NUT BRAND FINEST QUALITY (LOGO)	1,651,985	7-23-1991

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

Trademark Security Agreement dated as of October 22, 2014, by Borrower in favor of Agent, was recorded with the U.S. Patent and Trademark Office on October 22, 2014 at Reel/Frame No. 5385/0952.

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Lipari Foods Operating Company, LLC	RENO'S	3,443,419	06-10-2008
Lipari Foods Operating Company, LLC	BERNEA FARMS	1,598,796	05-29-1990
Lipari Foods Operating Company, LLC	MICHIGAN (LOGO)	1,254,637	10-18-1983
Lipari Foods Operating Company, LLC	MICHIGAN (LOGO)	921,213	9-28-1971

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

Trademark Security Agreement dated as of October 14, 2016, by Borrower in favor of Agent, was recorded with the U.S. Patent and Trademark Office on October 14, 2016 at Reel/Frame No. 5901/0307.

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
LIPARI FOODS OPERATING COMPANY, LLC	YODER'S	4949183	May 3, 2016

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
LIPARI FOODS OPERATING COMPANY, LLC	YODER'S	86544990	February 24, 2015
LIPARI FOODS OPERATING COMPANY, LLC	MICHIGAN	86921856	February 26, 2016