

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY RELEASE - Release of Reel/Frame 6597/0842

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		05/03/2019	National Banking Association:

## RECEIVING PARTY DATA

<b>Name:</b>	LIGURIA FOODS, LLC
<b>Street Address:</b>	3405 E. OVERLAND ROAD
<b>Internal Address:</b>	SUITE 360
<b>City:</b>	MERIDIAN
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	83642
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0342328	AQUILA D'ORO
Registration Number:	1670852	LIGURIA
Registration Number:	1690370	LIGURIA LIGURIA
Registration Number:	3711972	BEIRMEISTER
Registration Number:	3714813	GRATIFICA
Registration Number:	4022326	LIGURIA
Registration Number:	4055413	LIGURIA FOODS
Registration Number:	4595883	LIGURIA FOODS

## CORRESPONDENCE DATA

Fax Number: 2123108007

*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: 212.310.8000

Email: juan.arias@weil.com

Correspondent Name: J.T. Parisi

Address Line 1: Weil, Gotshal &amp; Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	J.T. Parisi - 39681.0001
<b>NAME OF SUBMITTER:</b>	J.T. Parisi
<b>SIGNATURE:</b>	/J.T. Parisi/
<b>DATE SIGNED:</b>	05/07/2019

**Total Attachments: 5**

source=CTI - Exit IP Security Agreement Release (Pre-Petition 2L) - Executed (002)#page1.tif

source=CTI - Exit IP Security Agreement Release (Pre-Petition 2L) - Executed (002)#page2.tif

source=CTI - Exit IP Security Agreement Release (Pre-Petition 2L) - Executed (002)#page3.tif

source=CTI - Exit IP Security Agreement Release (Pre-Petition 2L) - Executed (002)#page4.tif

source=CTI - Exit IP Security Agreement Release (Pre-Petition 2L) - Executed (002)#page5.tif

**INTELLECTUAL PROPERTY RELEASE**

THIS INTELLECTUAL PROPERTY RELEASE (this “Release”) is made as of May 3, 2019, by and between WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent, and CTI SAGINAW I, LLC, a Delaware limited liability company, and LIGURIA FOODS, LLC, a Delaware limited liability company, as successor to LIGURIA FOODS, INC., each as a Grantor and collectively as the Grantors. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Grantors entered into (i) that certain Pledge and Security Agreement, dated as of June 28, 2013, by and among the Grantors, the other grantors party thereto and Morgan Stanley Senior Funding, Inc. (the “Prior Agent”) (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), (ii) that certain Intellectual Property Security Agreement, executed as of June 28, 2013, made by CTI SAGINAW I, LLC in favor of the Prior Agent recorded at the United States Patent and Trademark Office on June 28, 2013 at Reel/Frame 030707/0368 and (iii) the intellectual property security agreement made by LIGURIA FOODS, INC. in favor of the Prior Agent dated April 6, 2016 (collectively, the “IP Security Agreements”), pursuant to which the Grantors granted a security interest in and to all of their Intellectual Property (as such term is used in the IP Security Agreements), including the patents and trademarks set forth on Schedule I, to the Prior Agent; and

WHEREAS, in connection with that certain Second Lien Agency Resignation And Appointment Agreement and Second Amendment to the Second Lien Term Loan Agreement, dated as of March 20, 2019, among the Grantors, the other parties thereto, the Prior Agent and the Collateral Agent (the “Agency Assignment”), the Prior Agent entered into that certain Notice of Agency Resignation and Assignment of Intellectual Property Security Agreement, dated as of March 20, 2019, by and between the Prior Agent and Collateral Agent (the “IP Security Assignment”) recorded at the United States Patent and Trademark Office on March 20, 2019 at Reel/Frame 048655/0686 and Reel/Frame 6597/0842, pursuant to which the Prior Agent transferred, assigned, granted and conveyed all of its right, title and interest in, to and under the Security Agreement and the IP Security Agreements, including, without limitation, its security interest in, and Lien on, the Intellectual Property (as such term is used in the IP Security Agreements) to the Collateral Agent;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto:

1. The Collateral Agent hereby releases its entire lien on and security interest in all of the Grantors’ Intellectual Property (as such term is used in the IP Security Agreements), including the patents and trademarks set forth on Schedule I (the “Released Intellectual Property”), and authorizes the recordation of this Release with the United States Patent and Trademark Office.

2. The Collateral Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in, to and under the Released Intellectual Property, and the Collateral Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantors to the Collateral Agent over the Released Intellectual Property, pursuant to the Security Agreement and the IP Security Agreements.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of


the security interest contemplated hereby.

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

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION** as Collateral Agent

By:   
Name: **Jeffery Rose**  
Title: **Vice President**

[Signature Page to Exit Intellectual Property Security Release -- Pre-Petition]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

WILMINGTON TRUST, N.A., as Collateral Agent

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

CTI SAGINAW I, LLC,  
as Grantor,

By:   
Name: John Zabala  
Title: Treasurer

LIGURIA FOODS, LLC,  
as Grantor,

By:   
Name: John Zabala  
Title: Treasurer

**Schedule I**

**PATENTS**

1	<b>Patent #:</b> <u>6482457</u> <b>Issue Dt:</b> 11/19/2002 <b>Application #:</b> 09640297 <b>Filing Dt:</b> 08/16/2000 <b>Title:</b> METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT
2	<b>Patent #:</b> <u>6220150</u> <b>Issue Dt:</b> 04/24/2001 <b>Application #:</b> 09641754 <b>Filing Dt:</b> 08/16/2000 <b>Title:</b> Apparatus for producing a reconstitutable dehydrated food product
3	<b>Patent #:</b> <u>7074444</u> <b>Issue Dt:</b> 07/11/2006 <b>Application #:</b> 10300197 <b>Filing Dt:</b> 11/19/2002 <b>Publication #:</b> <u>US20030068417</u> <b>Pub Dt:</b> 04/10/2003 <b>Title:</b> METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT
4	<b>Patent #:</b> <u>7029716</u> <b>Issue Dt:</b> 04/18/2006 <b>Application #:</b> 10745365 <b>Filing Dt:</b> 12/23/2003 <b>Publication #:</b> <u>US20040137135</u> <b>Pub Dt:</b> 07/15/2004 <b>Title:</b> METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT
5	<b>Patent #:</b> <u>RE41885</u> <b>Issue Dt:</b> 10/26/2010 <b>Application #:</b> 12148108 <b>Filing Dt:</b> 04/16/2008 <b>Title:</b> METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT
6	<b>Patent #:</b> NONE <b>Issue Dt:</b> <b>Application #:</b> 13208712 <b>Filing Dt:</b> 08/12/2011 <b>Publication #:</b> <u>US20120207889</u> <b>Pub Dt:</b> 08/16/2012 <b>Title:</b> SYSTEM AND METHOD FOR COST-EFFECTIVE PRODUCTION OF A DEHYDRATED FOOD PRODUCT

**TRADEMARKS**

1	<b>Serial #:</b> <u>71382603</u> <b>Filing Dt:</b> 08/26/1936 <b>Reg #:</b> <u>342328</u> <b>Reg. Dt:</b> 01/12/1937 <b>Mark:</b> AQUILA D'ORO
2	<b>Serial #:</b> <u>74027098</u> <b>Filing Dt:</b> 02/08/1990 <b>Reg #:</b> <u>1670852</u> <b>Reg. Dt:</b> 12/31/1991 <b>Mark:</b> LIGURIA
3	<b>Serial #:</b> <u>74182500</u> <b>Filing Dt:</b> 07/05/1991 <b>Reg #:</b> <u>1690370</u> <b>Reg. Dt:</b> 06/02/1992 <b>Mark:</b> LIGURIA LIGURIA
4	<b>Serial #:</b> <u>77722577</u> <b>Filing Dt:</b> 04/26/2009 <b>Reg #:</b> <u>3711972</u> <b>Reg. Dt:</b> 11/17/2009 <b>Mark:</b> BEIRMEISTER
5	<b>Serial #:</b> <u>77722579</u> <b>Filing Dt:</b> 04/26/2009 <b>Reg #:</b> <u>3714813</u> <b>Reg. Dt:</b> 11/24/2009 <b>Mark:</b> GRATIFICA
6	<b>Serial #:</b> <u>85230023</u> <b>Filing Dt:</b> 01/31/2011 <b>Reg #:</b> <u>4022326</u> <b>Reg. Dt:</b> 09/06/2011 <b>Mark:</b> LIGURIA
7	<b>Serial #:</b> <u>85233817</u> <b>Filing Dt:</b> 02/03/2011 <b>Reg #:</b> <u>4055413</u> <b>Reg. Dt:</b> 11/15/2011 <b>Mark:</b> LIGURIA FOODS
8	<b>Serial #:</b> <u>86104140</u> <b>Filing Dt:</b> 10/29/2013 <b>Reg #:</b> <u>4595883</u> <b>Reg. Dt:</b> 09/02/2014 <b>Mark:</b> LIGURIA FOODS

**TRADEMARK**