900498200 05/10/2019

900498200 0

05/10/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM523167

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		05/03/2019	PUBLIC LIMITED COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	LIGURIA FOODS, LLC
Street Address:	3405 E. OVERLAND ROAD, SUITE 360
City:	MERIDAN
State/Country:	IDAHO
Postal Code:	83642
Entity Type:	Limited Liability Company: DELAWARE
Name:	CTI SAGINAW I, LLC
Street Address:	3405 E. OVERLAND ROAD, SUITE 360
City:	MERIDAN
State/Country:	IDAHO
Postal Code:	83642
Entity Type:	- Limited Liability Company: TEXAS
Name:	CTI FOODS HOLDING CO., LLC
Street Address:	3405 E. OVERLAND ROAD, SUITE 360
City:	MERIDAN
State/Country:	IDAHO
Postal Code:	83642
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark	
Registration Number:	5411028	CTIFOODS	
Registration Number:	5442067	LIGURIA FOODS EST. 1974	
Registration Number:	4595883	LIGURIA FOODS	
Registration Number:	4022326	LIGURIA	
Registration Number:	3711972	BEIRMEISTER	
Registration Number:	3714813	GRATIFICA	
Registration Number:	1690370	LIGURIA LIGURIA	

TRADEMARK REEL: 006649 FRAME: 0057

1. \$265.00 5411028

Property Type Number		Word Mark		
Registration Number:	1670852	LIGURIA		
Registration Number:	stration Number: 5692493 CHEF TRUSTED INNOVATION			
Registration Number:	0342328	AQUILA D'ORO		

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743
Email: jlik@shearman.com

Correspondent Name: Puja Dave

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	632/108
NAME OF SUBMITTER:	PUJA DAVE
SIGNATURE:	/PUJA DAVE/
DATE SIGNED:	05/10/2019

Total Attachments: 6

source=0 - CTI Exit DIP IPSA Release#page1.tif source=0 - CTI Exit DIP IPSA Release#page2.tif source=0 - CTI Exit DIP IPSA Release#page3.tif source=0 - CTI Exit DIP IPSA Release#page4.tif source=0 - CTI Exit DIP IPSA Release#page5.tif source=0 - CTI Exit DIP IPSA Release#page6.tif

INTELLECTUAL PROPERTY RELEASE

THIS INTELLECTUAL PROPERTY RELEASE (this "Release") is made as of May 3, 2019, by and between Barclays Bank PLC ("Barclays"), as Agent, and CTI SAGINAW I, LLC, a Delaware limited liability company, CTI FOODS HOLDING CO., LLC, a Delaware limited liability company, and LIGURIA FOODS, LLC, a Delaware limited liability company, 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 March 13, 2019, by and among the Grantors, the Agent and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) that certain Intellectual Property Security Agreement, executed as of March 13, 2019, between the Grantors and the Agent, dated as of March 13, 2019 and recorded at the United States Patent and Trademark Office on June 28, 2013 at Reel/Frame 048585/0557 (the "IP Security Agreement"), 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; and

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

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

': 	hu ()
	tre Joseph (John)
Ti	Managar Director
	, , , , , , , , , , , , , , , , , , ,
C	TI SAGINAW I, LLC,
as	Grantor,
	/ *
	ime:
Ti	tle:
	GURIA FOODS, LLC, Grantor,
as	
as By Na	Grantor, : ume:
as By Na	Grantor,
as By Na	Grantor, : ume:
as By Na Ti	Grantor, : ume:
as By No Ti	Grantor,
as By Na Ti	Grantor, Time: tle: FI FOODS HOLDING CO., LLC, Grantor,
By Ni Ti	Grantor, Time: tle: FI FOODS HOLDING CO., LLC, Grantor,

[Signature Page to Exit Intellectual Property Security Release]

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

BARCLAYS BANK PLC, as Agent

Ву:					
Name	;		***********	***********	***************************************
Title:	v				

CTI SAGINAW I, LLC,

as Grantor,

Name: John Zabala

Title: Treasurer

LIGURIA FOODS, LLC,

as Grantor,

Name: Jønn Zabala

Title: Freasurer

CTI FOODS HOLDING CO., LLC,

as Grantos

Name/ John Zabala

Title: Treasurer

Schedule I

PATENTS

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7074444	07/11/2006	10300197	11/19/2002	CTI SAGINAW I, LLC
2.	METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7029716	04/18/2006	10745365	12/23/2003	CTI SAGINAW I, LLC
3.	APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6220150	04/24/2001	09641754	08/16/2000	CTI SAGINAW I, LLC
4.	METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6482457	11/19/2002	09640297	08/16/2000	CTI SAGINAW I, LLC
5.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	RE41885	10/26/2010	12148108	04/16/2008	CTI SAGINAW I, LLC

TRADEMARKS

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
1.	CTI Foods (& Design) CTI FOODS	Registered	5411028	02/27/2018	CTI Foods Holding Co., LLC
2.	LIGURIA FOODS EST. 1974 (& Design)	Registered	5442067	04/10/2018	Liguria Foods, Inc.

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
3.	LIGURIA FOODS (& Design)	Registered	4595883	09/02/2014	Liguria Foods, Inc.
4.	LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, Inc.
5.	BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, Inc.
6.	GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, Inc.
7.	LIGURIA LIGURIA (& Design)	Registered	1690370	06/02/1992 Renewed: 06/02/2012	Liguria Foods, Inc.

NYDOCS02/1188889.2

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
	GUR				
8.	LIGURIA	Registered	1670852	12/31/1991 Renewed: 12/31/2011	Liguria Foods, Inc.
9.	CHEF TRUSTED INNOVATION	Registered	5692493	03/05/2019	CTI Foods Holding Co., LLC
10.	AQUILA D'ORO (& Design) AQUILA D'ORO	Registered	0342328	01/12/1937 Renewed: 01/12/2017	Liguria Foods, Inc.

NYDOCS02/1188889.2

RECORDED: 05/10/2019