

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4831954

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF ABL SECURITY INTEREST IN CERTAIN PATENT COLLATERAL
CONVEYING PARTY DATA	
Name	Execution Date
CITIBANK, N.A., AS ADMINISTRATIVE AGENT FOR SECURED PARTIES	02/02/2018
RECEIVING PARTY DATA	
Name:	DEL MONTE FOODS, INC.
Street Address:	205 N WIGET LN
City:	WALNUT CREEK
State/Country:	CALIFORNIA
Postal Code:	94598
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6648163
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	ipdocketing@stradley.com
Correspondent Name:	PHILIP J. FORET
Address Line 1:	30 VALLEY STREAM PKWY
Address Line 4:	MALVERN, PENNSYLVANIA 19355
ATTORNEY DOCKET NUMBER:	DMF-SPANGENBERG LOI
NAME OF SUBMITTER:	PHILIP J. FORET, REG. NO. 51689
SIGNATURE:	/Philip J. Foret/
DATE SIGNED:	02/20/2018
Total Attachments: 4	
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RELEASE OF ABL SECURITY INTEREST IN CERTAIN PATENT COLLATERAL

This **RELEASE OF ABL SECURITY INTEREST IN CERTAIN PATENT COLLATERAL** (“Release”), dated as of February 2, 2018, is made by Citibank, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”), in favor of Del Monte Foods, Inc. (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Security Agreement (as defined below), and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantor is a party to that certain ABL Credit Agreement, dated as of February 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and other entities from time to time party thereto and the Agent;

WHEREAS, as a condition precedent to the obligations of the Lenders to make their respective extensions of credit under the Credit Agreement, the Grantor entered into that certain ABL Security Agreement dated as of February 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Grantor, the other grantors party thereto and the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Agent that certain Patent Collateral Agreement, dated as of February 18, 2014 (“Patent Collateral Agreement”), which was recorded with the U.S. Patent and Trademark Office on February 28, 2014 at Reel/Frame 032367/0524;

WHEREAS, pursuant to the Security Agreement and the Patent Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other collateral, the patents listed on Schedule A attached hereto, together with (i) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (iii) all other rights accruing thereunder or pertaining thereto throughout the world (such patents and related rights, collectively, the “Released Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations;

WHEREAS, the Grantor has informed the Agent that it intends to sell the Released Collateral and that such Disposition is permitted pursuant to Section 8.10(o) of the Credit Agreement; and

WHEREAS, in reliance upon such information and pursuant to Section 9.15(b) of the Security Agreement, the Agent has agreed to execute and deliver this Release in order to release its security interest in the Released Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf

of the Secured Parties, hereby: (a) terminates, releases and discharges its security interest in the Released Collateral, without any representation, warranty or recourse of any kind; and (b) authorizes the recordation of this Release with the United States Patent and Trademark Office, the Instituto Nacional de Propiedad Industrial (INAPI) of Chile, and any other Governmental Authority appropriate to effect or evidence the actions contemplated pursuant to this Release.


This Release is applicable solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the Patent Security Agreement (collectively, the "Retained Collateral"). The Agent's security interest, Liens, rights and interests in the Retained Collateral shall not be, and shall not be deemed to be, released, terminated, discharged, impaired, interrupted or otherwise modified in any respect by this Release. Except as to the Released Collateral, the Security Agreement and the Patent Security Agreement will remain in full force and effect.

This Release shall be construed and determined in accordance with the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

CITIBANK, N.A., as Administrative Agent

By: 
Name: CHRISTOPHER MARINO
Title: Director & Vice President

[Signature Page to Del Monte Release of ABL Security Interest]

PATENT
REEL: 045380 FRAME: 0611

**SCHEDULE A
TO
RELEASE OF ABL SECURITY INTEREST IN CERTAIN PATENT COLLATERAL**

Jurisdiction	Title	Patent Number	Issue Date
United States	Package having cup with beveled sealing flange	6,648,163	November 18, 2003
Chile	Package having cup with beveled sealing flange	46,780	July 29, 2010
China	Package having cup with beveled sealing flange	28212940	March 14, 2007
Thailand	Package having cup with beveled sealing flange	23354	March 3, 2008