

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of Montreal, as Administrative Agent | | 07/09/2013 | Canadian Chartered Bank: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Udi's Healthy Foods, LLC | | |
| Street Address: | 12000 E. 47th Avenue | | |
| Internal Address: | Suite 400 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80239 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: COLORADO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3079722 | UDI'S | |
| Registration Number: | 3095332 | UDI'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2128594000 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-859-8000 | | |
| Email: | teas@ffhsj.com,henry.lebowitz@friedfrank.com | | |
| Correspondent Name: | Henry Lebowitz | | |
| Address Line 1: | One New York Plaza | | |
| Address Line 2: | Fried Frank LLP | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| ATTORNEY DOCKET NUMBER: | 32639-8 LEBOWITZ | | |
| NAME OF SUBMITTER: | Henry Lebowitz | | |

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|---|------------|
| Signature: | /HCL/ |
| Date: | 07/09/2013 |
| Total Attachments: 4 source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page1.tif source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page2.tif source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page3.tif source=3 Boulder - 2012 Trademark Release (Udi_s Healthy Foods, LLC) (Executed)#page4.tif | |

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of July 9, 2013, by Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch, in its capacity as administrative agent for the Secured Creditors (in such capacity, the "Administrative Agent"), in favor of Udi's Healthy Foods, LLC, a Colorado limited liability Company, (the "Debtor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Collateral Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Debtor is a party to that certain Credit Agreement, dated as of July 2, 2012, by and among the Debtor, certain Affiliates of the Debtor, and the Administrative Agent, (as amended, modified or restated from time to time, the "Credit Agreement"), pursuant to which the Debtor executed and delivered that certain Trademark Collateral Agreement, dated as of July 2, 2012 (as amended, modified or restated from time to time, the "Trademark Collateral Agreement");

WHEREAS, the Debtor and certain affiliates of the Debtor entered into a Security Agreement Re. Intellectual Property, dated as of July 2, 2012 (as amended, modified or restated from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which Debtor granted a security interest to the Administrative Agent in certain trademarks, trademark registrations and trademark applications;

WHEREAS, pursuant to the Trademark Collateral Agreement, the Debtor granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in the following property, to secure the payment and performance of all Secured Obligations of the Debtor: (i) each trademark, trademark registration and trademark application listed on Schedule A thereto and hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and (ii) all proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A thereto and hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages (collectively, the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 4813/0462 on July 2, 2012; and

WHEREAS, the Administrative Agent acknowledges full performance of the Debtor's Secured Obligations and accordingly has agreed to release the grant of its security interest in the Trademark Collateral, and to reconvey any and all rights it may have in the Trademark Collateral to the Debtor;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges its security interest in the Trademark Collateral, and re-assigns to the Debtor any and all right, title or interest it may have in such Trademark Collateral.

The Administrative Agent hereby authorizes the Debtor, or the Debtor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Administrative Agent in the Trademark Collateral.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first above written.

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: **Philip Langheim**
Title: **Managing Director**

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 005065 FRAME: 0932

SCHEDULE A
U.S. REGISTERED TRADEMARKS

| Owner | Trademark | Registration No. | Registration Date |
|--------------------------|------------------|-------------------------|--------------------------|
| Udi's Healthy Foods, LLC | UDI'S | 3,079,722 | 11-April-2006 |
| Udi's Healthy Foods, LLC | UDI'S | 3,095,332 | 23-May-2006 |