

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF TERMINATION AND RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		10/31/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Albertville Quality Foods, Inc.		
Street Address:	130 Quality Drive		
City:	Albertville		
State/Country:	ALABAMA		
Postal Code:	35950		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3219748	TOP CHICK	
Registration Number:	2728821	TOP CHICK	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	73675/062		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

CH \$65.00 3219748

TRADEMARK

Date:

11/04/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
NOTICE OF TERMINATION AND RELEASE

This NOTICE OF TERMINATION AND RELEASE is dated as of October 31, 2013 and made by Albertville Quality Foods, Inc., a Tennessee corporation (the “Grantor”) and SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH

WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement dated as of February 28, 2012, between Grantor and the Administrative Agent (the “Security Agreement”), Grantor granted a security interest in certain intellectual property to secure the payment and performance of the Secured Obligations (as defined in the Guaranty and Security Agreement dated as of February 28, 2012, by the Grantor and the other parties party thereto in favor of the Administrative Agent);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 28, 2012 at Reel 4725/Frame 0738;

WHEREAS, Grantor’s liabilities have been paid in full and all commitments have been terminated; and

WHEREAS, the Administrative Agent has terminated the Security Agreement and has agreed to terminate and release all of its security interests in the Trademarks (as defined below), which Grantor had previously granted to the Administrative Agent.

NOW THEREFORE for good and valuable consideration the receipt and adequacy of which are hereby acknowledged and upon the terms set forth in this release, the Administrative Agent hereby terminates and releases its security interests in the Trademarks as follows:


1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Release of Security Interests. The Administrative Agent hereby terminates and releases all of its security interests in the following:
 - a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “Trademark”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or

in any office or agency of the United States Patent and Trademark Office or any State thereof or any foreign country, including those listed on Schedule A;

- b. all Trademark licenses;
 - c. all extensions or renewals of any item described in clause (a) or (b);
 - d. all of the goodwill of the business connected with the use of, and symbolized by, any Trademark described in clause (a) or (b); and
 - e. all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.
3. Further Assurances. The Administrative Agent hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of security interests contemplated hereby.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Termination and Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

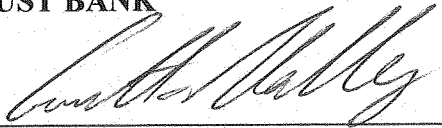
ALBERTVILLE QUALITY FOODS, INC., a Tennessee corporation, (as successor-by-merger to BH Investments, LLC, an Alabama limited liability company (as successor-by-merger to Sunrise Foods, LLC, an Alabama limited liability company))

By: 
Name: Jonathan I. Fox
Title: Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 

Name: **Garrett O'Malley**

Title: **Director**

Schedule A

Registered Trademarks

Filing Date	Serial Number	Trademark	Registration Number	Owner
01/06/2006	78786737	TOP CHICK	3219748	Albertville Quality Foods, Inc.
04/10/2002	76395780	TOP CHICK	2728821	Albertville Quality Foods, Inc.