

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/26/2013	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Discovery Foods, LLC
Street Address:	2395 American Avenue
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1987014	BASIC VALUE
Registration Number:	1962750	BEIJING
Registration Number:	1198115	FOOD TREND
Registration Number:	1952946	FRESHER THAN FRESH
Registration Number:	1991700	FRESHER THAN FRESH
Registration Number:	2000563	MANDARIN
Registration Number:	1807748	QUICK OVEN CRISPY
Registration Number:	3118201	STEAMWORKS
Registration Number:	3906499	STIR FRY CREATIONS
Registration Number:	3906500	STIR FRY CREATIONS FOR TWO
Registration Number:	2507358	TAI PEI
Registration Number:	2610017	TAI PEI
Registration Number:	0899312	V. I. P.
Registration Number:	1499788	VIP

TRADEMARK

Registration Number:	0899311	VIP
Serial Number:	85135696	VIP
Registration Number:	1793769	VIP FRANCISCAN
Registration Number:	1443442	VIP FRESHER THAN FRESH
Registration Number:	1825900	VIP HOME FIXIN'S
Registration Number:	1679556	VIP MANDARIN
Registration Number:	2079527	VIP QUALITY PLUS
Registration Number:	1694652	VIP QUICKFIX FROZEN FRESH GRADE A FANCY
Registration Number:	2066150	VIP STIR-FRY HUNAN
Registration Number:	1982085	VIP STIRFRY LO MEIN
Registration Number:	1478856	VIP VEGGIE COMBOS
Registration Number:	0899805	WHIP-EE

CORRESPONDENCE DATA

Fax Number: 2156562498
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 4900
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	BMO-1-B\375068-007
NAME OF SUBMITTER:	William L. Bartow
Signature:	/WLB/
Date:	12/26/2013

Total Attachments: 7
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of December 26, 2013 (this "Termination and Release"), from JPMORGAN CHASE BANK, N.A., a national banking association, located at 712 Main Street, Floor 7 North, Houston, Texas 77002, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), to DISCOVERY FOODS, INC., an Oklahoma corporation, located at 2395 American Avenue, Hayward, California 94545 (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Windsor Quality Food Company Ltd., a limited partnership formed under the laws of the State of Texas, (the "Borrower"), Windsor Quality Holdings LP, a limited partnership formed under the laws of the State of Delaware ("Holdings"), the Lenders, the Agent and the other agents parties thereto, the Lenders agreed to extend credit to the Borrower, subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower, Borrower and Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of February 16, 2011 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), pursuant to which the Grantor executed and delivered that certain Grant of Security Interest in Trademark Rights, dated as of February 16, 2011, among the Agent and the Grantor (the "Security Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Security Agreement, the Grantor granted to the Agent, for the benefit of the Lenders, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under certain Released Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on February 24, 2011 at Reel 004485 and Frame 0920; and

WHEREAS, the Agent now desires to terminate and release the entirety of the security interest granted in and recorded against the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Released Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent and the Grantor hereby agree as follows:

1. Definition. The term “Released Trademark Collateral,” as used herein, shall mean all rights, title and interests in and to the Trademarks listed on Schedule A hereto subject to the Security Interest.

2. Release of Security Interest. The Agent, on behalf of the Lenders, hereby terminates, releases and discharges its security interest in the Released Trademark Collateral, and any right, title or interest the Agent or the Lenders may have in the Released Trademark Collateral shall hereby cease and become void, all without any recourse, representation or warranty of any kind.

3. Authorization. The Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Released Trademark Collateral.


4. Further Assurances. At the sole cost and expense of the Grantor, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably necessary to effect the release of the security interest in the Released Trademark Collateral.

5. Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Termination and Release by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release.

6. GOVERNING LAW. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their respective duly authorized officers as of the date first above written.

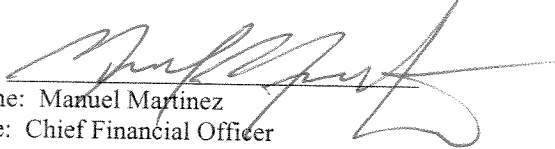
JPMORGAN CHASE BANK, N.A., in its
capacity as Administrative Agent

By: 

Name: Seth Laroche

Title: Officer

DISCOVERY FOODS, INC.,
as Grantor

By: 
Name: Manuel Martinez
Title: Chief Financial Officer

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005186 FRAME: 0535

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>OWNER</u>
BASIC VALUE	1,987,014	74690036	Discovery Foods, Inc.
BEIJING	1,962,750	74547463	Discovery Foods, Inc.
FOOD TREND	1,198,115	73249939	Discovery Foods, Inc.
FRESHER THAN FRESH	1,952,946	74622350	Discovery Foods, Inc.
FRESHER THAN FRESH	1,991,700	74515638	Discovery Foods, Inc.
MANDARIN	2,000,563	74515463	Discovery Foods, Inc.
QUICK OVEN CRISPY	1,807,748	74308688	Discovery Foods, Inc.
STEAMWORKS	3,118,201	78483538	Discovery Foods, Inc.
STIR FRY CREATIONS	3,906,499	77889856	Discovery Foods, Inc.
STIR FRY CREATIONS FOR TWO	3,906,500	77889871	Discovery Foods, Inc.
TAI PEI	2,507,358	75424693	Discovery Foods, Inc.
TAI PEI	2,610,017	75424429	Discovery Foods, Inc.
V. I. P.	899,312	72250521	Discovery Foods, Inc.

VIP	1,499,788	73646670	Discovery Foods, Inc.
VIP	899,311	72248071	Discovery Foods, Inc.
VIP	N/A	85135696	Discovery Foods, Inc.
VIP FRANCISCAN	1,793,769	74279467	Discovery Foods, Inc.
VIP FRESHER THAN FRESH	1,443,442	73498213	Discovery Foods, Inc.
VIP HOME FIXIN'S	1,825,900	74302245	Discovery Foods, Inc.
VIP MANDARIN	1,679,556	74156835	Discovery Foods, Inc.
VIP QUALITY PLUS	2,079,527	74479691	Discovery Foods, Inc.
VIP QUICKFIX FROZEN FRESH GRADE A FANCY	1,694,652	74156639	Discovery Foods, Inc.
VIP STIR-FRY HUNAN	2,066,150	74608066	Discovery Foods, Inc.
VIP STIRFRY LO MEIN	1,982,085	74611867	Discovery Foods, Inc.
VIP VEGGIE COMBOS	1,478,856	73446163	Discovery Foods, Inc.

WHIP-EE	899,805	72344753	Discovery Foods, Inc.
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