TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM320824

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		10/01/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	High Ridge Brands Co.		
Street Address:	5 High Ridge Park, Ste. 200		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0645526	ADORN
Registration Number:	1269557	MINK DIFFERENCE
Registration Number:	0884762	THE DRY LOOK

CORRESPONDENCE DATA

Fax Number: 2122776501

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.

Email: ipdocketing-ny@dicksteinshapiro.com **Correspondent Name:** Dawn Rudenko / Dickstein Shapiro LLP

Address Line 1: 1633 Broadway

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	H0352.0270
NAME OF SUBMITTER:	Dawn Rudenko
SIGNATURE:	/Dawn Rudenko/
DATE SIGNED:	10/22/2014

Total Attachments: 3

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> **TRADEMARK** REEL: 005385 FRAME: 0517

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE dated as of October 1, 2014, is granted by PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Agent") for certain lenders, in favor of HIGH RIDGE BRANDS CO., a Delaware corporation with an address of 5 High Ridge Park, Suite 200, Stamford, Connecticut 06905 ("High Ridge") (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to (i) the Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of April 11, 2014, made by and between the Agent and the Borrower (the "2014 PTC Security Agreement"), (ii) the Patent, Trademark and Copyright Security Agreement, dated as of December 9, 2011, made by and between the Agent and the Borrower (the "2011 PTC Security Agreement"), and (iii) the Reaffirmation of Loan Documents, dated as of July 12, 2013, made by and between the Agent and the Borrower (the "Reaffirmation"), security interests (the "Security Interest") were granted by the Borrower in favor of the Agent in certain collateral, including certain Trademark Collateral (as hereinafter defined):

WHEREAS, the 2011 PTC Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 5, 2012 at Reel 004572 Frame 0476;

WHEREAS, the Reaffirmation was recorded in the Trademark Division of the United States Patent and Trademark Office on July 16, 2013, at Reel 005071 Frame 0015;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto, all goodwill of the business connected with the use of, and symbolized by, each trademark listed on <u>Schedule A</u> and all proceeds of the foregoing, and the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. 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.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION

By:
Name: John Trieu
Title: Senior Vice President

TRADEMARK REEL: 005385 FRAME: 0519

SCHEDULE A Trademark Collateral

Country	Title	Application No.	Application Date	Registration No.	Registration Date	Case Status
United States of America	ADORN	72/014150	8/17/1956	0,645,526	5/14/1957	Registered
Canada	ADORN	238586	12/6/1956	TMA108107	9/27/1957	Registered
Canada	ADORN (Design)	235889	12/6/1956	TMA107129	6/28/1957	Registered
United States of America	MINK DIFFERENCE	73/298551	2/25/1981	1,269,557	3/13/1984	Registered
Canada	MINK DIFFERENCE	480220	12/29/1981	TMA290177	4/19/1984	Registered
United States of America	THE DRY LOOK	72/317498	1/27/1969	0,884,762	1/20/1970	Registered
Canada	THE DRY LOOK	1043502	1/20/2000	TMA580721	5/6/2003	Registered
Mexico	THE DRY LOOK	239160	8/3/1995	501455	8/28/1995	Registered

[Termination and Release of Security Interest in Trademark Rights]

RECORDED: 10/22/2014

TRADEMARK REEL: 005385 FRAME: 0520