

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321223

|   |   |  |                                     |
|---|---|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |  |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Release   |  |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |  |                                     |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b>                  | <b>Entity Type</b>                  |
| Citizens Bank, N.A.   | FORMERLY RBS Citizens, National Association and Citizens Bank New Hampshire | 10/24/2014                             | National Association: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |   |  |                                     |
| <b>Name:</b>  | Stonewall Kitchen, Limited  |  |                                     |
| <b>Street Address:</b>  | 2 Stonewall Lane  |  |                                     |
| <b>City:</b>  | York  |  |                                     |
| <b>State/Country:</b>   | MAINE   |  |                                     |
| <b>Postal Code:</b>   | 03909   |  |                                     |
| <b>Entity Type:</b>   | CORPORATION: MAINE  |  |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |   |  |                                     |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>                       |                                     |
| <b>Registration Number:</b>   | 2785394   | STONEWALL KITCHEN                      |                                     |
| <b>Registration Number:</b>   | 1919989   | STONEWALL KITCHEN                      |                                     |
| <b>Registration Number:</b>   | 2230271   | STONEWALL KITCHEN FOR KIDS OF ALL AGES |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |  |                                     |
| <b>Fax Number:</b>  | 3026365454  |  |                                     |
| <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> |   |  |                                     |
| <b>Phone:</b>   | 800-927-9801 x 62348  |  |                                     |
| <b>Email:</b>   | jpaterso@cscinfo.com  |  |                                     |
| <b>Correspondent Name:</b>  | Corporation Service Company   |  |                                     |
| <b>Address Line 1:</b>  | 1090 Vermont Avenue NW, Suite 430   |  |                                     |
| <b>Address Line 4:</b>  | Washington, D.C. 20005  |  |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 352282-5  |  |                                     |
| <b>NAME OF SUBMITTER:</b>   | Jean Paterson   |  |                                     |
| <b>SIGNATURE:</b>   | /jep/   |  |                                     |
| <b>DATE SIGNED:</b>   | 10/27/2014  |  |                                     |
| <b>Total Attachments: 4</b>   |   |  |                                     |
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DISCHARGE AND TERMINATION OF SECURITY INTERESTS

This Discharge and Termination of Security Interests is effective as of this 24<sup>th</sup> day of October, 2014.

WHEREAS, STONEWALL KITCHEN, LIMITED, a Maine corporation ("SKL"), and STONEWALL KITCHEN, LLC, a Maine limited liability company ("SWK") (collectively, "Stonewall") granted security interests in and liens on the following Trademarks (as defined below) and Trademark Collateral (as defined below) to CITIZENS BANK, N.A., formerly known as RBS CITIZENS, NATIONAL ASSOCIATION and CITIZENS BANK NEW HAMPSHIRE ("Citizens"):

1. Stonewall Kitchen, LLC (Registration No. 1919989)
2. Stonewall Kitchen, Limited (Registration No. 2230271) (trademark abandoned)
3. Stonewall Kitchen, LLC (Registration No. 2785394)

WHEREAS, (I) SKL and Citizens were parties to a certain Master Loan and Security Agreement dated June 24, 1999 which was recorded in the United States Patent and Trademark Office on July 19, 1999 at Reel 1932, Frame 61 (the "SKL Agreement") and (II) SWK and Citizens were parties to a certain Collateral Assignment of Trademark dated June 30, 2001 which was recorded in the United States Patent and Trademark Office on September 18, 2001 at Reel 2368, Frame 344 (the "SWK Agreement"; together with the SKL Agreement, the "Security Agreements"), pursuant to which Stonewall collaterally assigned, mortgaged and pledged, and granted a continuing security interest, to Citizens the Trademark Collateral (as defined below); and

WHEREAS, Citizens wishes to discharge, terminate and release its security interests in the Trademarks and Trademark Collateral and reassign the same to Stonewall.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citizens states as follows:

1. Citizens, as the holder of certain security interests given by SKL and SWK pursuant to the Security Agreements, acknowledges satisfaction of the same and hereby discharges, terminates and releases its security interest in all of SKL's and SWK's respective rights, titles and interests in and to the following (collectively, the "Trademark Collateral"):

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed above and set forth on Schedule A hereto and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks,

trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d) are collectively, the "Trademarks";

(ii) the goodwill of Stonewall's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks; and

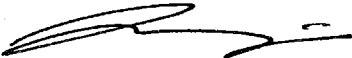
(iii) all proceeds of the foregoing.

2. Citizens hereby reassigns, grants and conveys to each of SKL and SWK, solely to the extent of their respective interests therein, and without any representation or recourse by Citizens, any and all of Citizen's right, title and interest in and to the Trademarks and the Trademark Collateral.

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The signature page follows.]

IN WITNESS WHEREOF, CITIZENS BANK, N.A., formerly known as RBS  
CITIZENS, NATIONAL ASSOCIATION and CITIZENS BANK NEW HAMPSHIRE, has  
hereunto caused this Discharge and Termination of Security Interests to be executed this \_\_\_\_  
day of October, 2014.

CITIZENS BANK, N.A., formerly known as  
RBS CITIZENS, NATIONAL ASSOCIATION and  
CITIZENS BANK NEW HAMPSHIRE

  
By: Joseph Alberghini  
Its: Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Suffolk

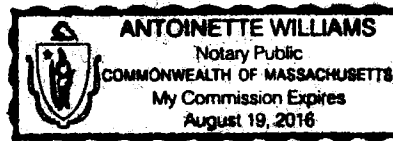
10/22, 2014

Personally appeared before me the above named Joseph Alberghini in his/her capacity  
as AVP CITIZENS BANK, N.A., formerly known as RBS CITIZENS,  
NATIONAL ASSOCIATION and CITIZENS BANK NEW HAMPSHIRE, and acknowledged  
the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed  
CITIZENS BANK, N.A., formerly known as RBS CITIZENS, NATIONAL ASSOCIATION  
and CITIZENS BANK NEW HAMPSHIRE.

Before me,

  
Notary Public/Maine Attorney at Law

Printed Name \_\_\_\_\_



**SCHEDULE A  
TO RELEASE AND REASSIGNMENT**

Registered Trademarks and Trademark Applications

| Mark  | Serial No./ Filing Date  | Reg. No./ Reg. Date    | Int'l Classes | Owner                         |
|---|--------------------------|------------------------|---------------|-------------------------------|
| STONEWALL<br>KITCHEN  | 76268980<br>11-JUN-2001  | 2785394<br>25-NOV-2003 | 29 30         | Stonewall Kitchen, LLC        |
| STONEWALL<br>KITCHEN  | 74536405<br>13-JUN-1994  | 1919989<br>19-SEP-1995 | 29 30         | Stonewall Kitchen, LLC        |
| STONEWALL<br>KITCHEN FOR KIDS<br>OF ALL AGES<br>(abandoned) | 75364998<br>29-SEPT-1997 | 2230271<br>9-MAR-1999  | 29 46         | Stonewall Kitchen,<br>Limited |