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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM328875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JP MORGAN CHASE BANK, N.A.		12/23/2014	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	THE CHEF'N CORPORATION			
Street Address:	830 Fourth Avenue South			
Internal Address:	Suite 400			
City:	Seattle			
State/Country:	WASHINGTON			
Postal Code:	98134			
Entity Type:	CORPORATION: WASHINGTON			

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark		
Registration Number:	4232492	ERGOSPHERE		
Registration Number:	4333535	FRESHFORCE		
Registration Number:	4232493	STEM GEM		
Registration Number:	4232494	VEGGISTEAM		
Registration Number:	4232495	EMULSTIR		
Registration Number:	4181718	VEGGICHOP		
Registration Number:	4284121			
Registration Number:	4060918	QUICKPIT		
Registration Number:	4060901	BANANZA BANANA SLICER		
Registration Number:	3920918	LAB921		
Registration Number:	3766123	EZ SQUEEZE		
Registration Number:	3737738	FRIDGE FORK		
Registration Number:	3709772	PALMBRUSH		
Registration Number:	3818988	GRABBIT		
Registration Number:	4027376	PALMPEELER		
Registration Number:	3665256			
Registration Number:	3385206	FLEXICADO		
Registration Number:	3385205	KITCHZEN		
		TRADEMARK		

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<u> IRADEMARK</u>

Property Type	Number	Word Mark
Registration Number:	3470721	SPICESTRO
Registration Number:	3509596	GARLICZOOM
Registration Number:	3505850	SPICESHOT
Registration Number:	3505802	ZIPFLIP
Registration Number:	3505803	OIL WAND
Registration Number:	3696255	CLEANGENUITY
Registration Number:	3148584	LAB921
Registration Number:	3192361	WISECRACKER
Registration Number:	3283779	SLEEKSTOR
Registration Number:	3006428	SWITCHIT
Registration Number:	3105820	DUAL GRINDER
Registration Number:	3024231	CHEF'N
Registration Number:	2650848	EZ SQUEEZE
Registration Number:	2697081	PEPPER BALL
Registration Number:	2703646	
Registration Number:	1484302	CHEF'N

CORRESPONDENCE DATA

Fax Number:

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: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20099-004
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	01/13/2015

Total Attachments: 6

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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of December 23, 2014 is made by JPMorgan Chase Bank, N.A., (referred to herein as the "Lender"), in favor of The Chef'n Corporation, a Washington corporation (the "Company"), pursuant to that certain Second Amended and Restated Credit Agreement (and as amended or modified from time to time, the "Credit Agreement") among the Company, Chef'n Acquisition, Inc., and the Lender, dated as of November 16, 2011.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company have executed and delivered in favor of the Lender the Patent and Trademark Security Agreement, dated as of November 16, 2011 and recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on November 16, 2011, at Reel 04805, Frame 0289 (the "<u>Security Agreement</u>");

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all of their intellectual property, including but not limited to the trademark applications and registrations set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, in connection with the repayment in full and termination of the Credit Agreement, the Lender has agreed to release any and all right, title and interest it may have in the Release Trademarks pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- SECTION 2. Release of Security Interest. The Lender does hereby release, relinquish, terminate in its entirety and discharge its continuing security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.
- SECTION 3. <u>Further Assurances</u>. The Lender agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

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SECTION 4. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of Washington, but giving effect to federal laws applicable to national banks.

SECTION 5. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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

> JPMORGAN CHASE N.A., as Lender

By: David Finnell
Title: Authorized Officer

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
ERGOSPHERE	US Federal	85413331	4232492	21
ERGOSPHERE		01-SEP-2011	30-OCT-2012	
FRESHFORCE	US Federal	85413342	4333535	8 21
FRESHFORCE		01-SEP-2011	14-MAY-2013	
STEM GEM	US Federal	85413344	4232493	8
STEM GEM		01-SEP-2011	30-OCT-2012	
VEGGISTEAM	US Federal	85413346	4232494	21
VEGGISTEAM		01-SEP-2011	30-OCT-2012	
EMULSTIR	US Federal	85413347	4232495	21
EMULSTIR		01-SEP-2011	30-OCT-2012	
VEGGICHOP	US Federal	85231486	4181718	8
VEGGICHOP		01-FEB-2011	31-JUL-2012	
Design Only	US Federal	85198853	4284121	8 21
		15-DEC-2010	29-JAN-2013	
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QUICKPIT	US Federal	85045499	4060918	8
QUICKPIT		21-MAY-2010	22-NOV-2011	
BANANZA BANANA SLICER	US Federal	85039239	4060901	8
BANANZA BANANA SLICER		14-MAY-2010	22-NOV-2011	
LAB921	US Federal	77880024	3920918	40 42
LAB921		24-NOV-2009	15-FEB-2011	
EZ SQUEEZE	US Federal	77668320	3766123	8 21
EZ SQUEEZE		11-FEB-2009	30-MAR-2010	
FRIDGE FORK	1 1	77501079	3737738	8
FRIDGE FORK		17-JUN-2008	12-JAN-2010	

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Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
PALMBRUSH	US Federal	77501088	3709772	21
PALMBRUSH		17-JUN-2008	10-NOV-2009	
GRABBIT	US Federal	77501099	3818988	21
GRABBIT		17-JUN-2008	13-JUL-2010	
PALMPEELER	US Federal	77426056	4027376	8
PALMPEELER		19-MAR-2008	20-SEP-2011	
Design Only	US Federal	77390667 06-FEB-2008	3665256 04-AUG-2009	8 21
FLEXICADO FLEXICADO	US Federal	77234709 20-JUL-2007	3385206 19-FEB-2008	8
KITCHZEN	US Federal	77234702	3385205	21
KITCHZEN		20-JUL-2007	19-FEB-2008	
SPICESTRO	US Federal	77230805	3470721	30
SPICESTRO		16-JUL-2007	22-JUL-2008	
GARLICZOOM	US Federal	77212544	3509596	8
GARLICZOOM		21-JUN-2007	30-SEP-2008	
SPICESHOT	US Federal	77054076	3505850	21
SPICESHOT		30-NOV-2006	23-SEP-2008	
ZIPFLIP	US Federal	77028525	3505802	21
ZIPFLIP		24-OCT-2006	23-SEP-2008	
OIL WAND	US Federal	77028527	3505803	21
OIL WAND		24-OCT-2006	23-SEP-2008	
CLEANGENUITY	US Federal	77028521	3696255	21
CLEANGENUITY		24-OCT-2006	13-OCT-2009	
LAB921	US Federal	78740311	3148584	21
LAB921		25-OCT-2005	26-SEP-2006	
WISECRACKER	1	78740362	3192361	8
WISECRACKER		25-OCT-2005	02-JAN-2007	

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Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
SLEEKSTOR SLEEKSTOR	US Federal	78740364 25-OCT-2005	3283779 21-AUG-2007	9
SWITCHIT	US Federal	78257018 02-JUN-2003	3006428 11-OCT-2005	21
DUAL GRINDER	US Federal	78223089 07-MAR-2003	3105820 20-JUN-2006	21
CHEF'N	US Federal	76976735 13-FEB-2002	3024231 06-DEC-2005	8921
EZ SQUEEZE	US Federal	76224780 14-MAR-2001	2650848 12-NOV-2002	8
PEPPER BALL	US Federal	76179317 07-DEC-2000	2697081 18-MAR-2003	21
Design Only	US Federal	76179316 07-DEC-2000	2703646 08-APR-2003	21
CHEF'N	US Federal	73678303 14-AUG-1987	1484302 12-APR-1988	21

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