

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of New York Mellon		03/31/2014	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Spirit Foodservice, Inc.		
Street Address:	6 Stuart Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3995263	SIDE KICK	
Registration Number:	4064423	SIDEKICK	
Registration Number:	0588761	SPIR-IT	
Registration Number:	4365917	FORKSTIR	
Registration Number:	0719237	STIRSTIC	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	14650-13-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	07/30/2015		

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Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of March 31, 2014, from The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Spirit Foodservice, Inc. (the "Grantor") in connection with that certain Trademark Security Agreement, dated as of April 9, 2013, between the Collateral Agent and the Grantor (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement, dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), the Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademarks, including the Trademarks identified on Schedule I hereto, as further stipulated in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 5001, Frame 0925; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its Security Interest in the Trademarks identified on Schedule I hereto in accordance with Section 5.15(c) and (d) of the Collateral Agreement.

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 Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby reassigns, terminates, releases and discharges to the Grantor the Collateral Agent's Security Interest in the Trademarks identified on Schedule I hereto, and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.
2. Further Assurances. The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform

Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest.

3. Applicable Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws provisions.

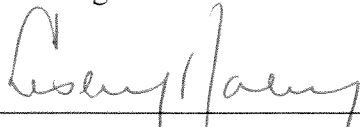
4. Electronic Delivery. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including “pdf”) shall be effective as delivery of the Termination and Release signed manually.

* * *

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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.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 
Name: Lesley Daley
Title: Vice President

SCHEDULE I

Trademarks

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SIDE KICK	85/147427	10/7/2010	3995263	7/12/11
SIDEKICK	85/121814	9/2/2010	4064423	11/29/2011
SPIR-IT	71/648968	6/17/1953	0588761	4/20/1954
FORKSTIR	85/663364	6/27/2012	4365917	7/9/2013
STIRSTIC	72/103814	9/1/1960	0719237	8/1/1961