

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED DECEMBER 19, 2008, REEL/FRAME 3906/0907)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		02/10/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TANIMURA & ANTLE FRESH FOODS, INC.		
<b>Street Address:</b>	1 HARRIS ROAD		
<b>City:</b>	SALINAS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93908		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3346576	BROCCOFLOWER	
<b>Registration Number:</b>	3009128	TANIMURA & ANTLE GROWN WITH FAMILY PRIDE	
<b>Registration Number:</b>	2998643	TANIMURA & ANTLE	
<b>Registration Number:</b>	2876357	TANIMURA & ANTLE	
<b>Registration Number:</b>	2848876	GROWN WITH FAMILY PRIDE FOR 3 GENERATION	
<b>Registration Number:</b>	2252015	T A	
<b>Registration Number:</b>	1268130	T&A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.27565		

OP \$190.00 3346576

<b>NAME OF SUBMITTER:</b>	JOHN E. SLAUGHTER, III
<b>SIGNATURE:</b>	/JOHN E. SLAUGHTER, III/
<b>DATE SIGNED:</b>	02/10/2017
<b>Total Attachments: 3</b> source=2017 TM Termination and Release - BoA to Tanimura & Antle Fresh Foods, Inc (0907)#page1.tif source=2017 TM Termination and Release - BoA to Tanimura & Antle Fresh Foods, Inc (0907)#page2.tif source=2017 TM Termination and Release - BoA to Tanimura & Antle Fresh Foods, Inc (0907)#page3.tif	

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 10, 2017 (“Release”), is made by Bank of America, N.A. (“Secured Party”) in favor of Tanimura & Antle Fresh Foods, Inc., a California corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 1, 2008 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor and Secured Party Grantor granted to the Secured Party a security interest in and to all of the Grantor’s right, title and interest in and to trademark registration and applications therefore, together with the goodwill and assets of the business and all actions for infringement concerning the foregoing (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Secured Party the Memorandum of Security Interest in Intellectual Property recorded at the United States Patent and Trademark Office (“USPTO”) on December 19, 2008 at Reel 3906 Frame 0907 (“Memo”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Memo.

**SECTION 2. Termination and Release.** Secured Party, without representation, warranty, or recourse, hereby:

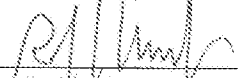
(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to all of the Grantor’s right, title and interest in and to Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Memo; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A.

By:  \_\_\_\_\_

Name: Robert Munn, Jr.

Title: Senior Vice President

**Schedule A**

**Tanimura & Antle Fresh Foods, Inc.  
(California Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by Tanimura & Antle Fresh Foods, Inc.  
In Favor of Bank of America, N.A.  
Recorded December 19, 2008 at Reel 3906 Frame 0907**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BROCCOFLOWER	3346576	12/04/07
TANIMURA & ANTLE GROWN WITH FAMILY PRIDE FOR 3 GENERATIONS and Design	3009128	10/25/05
TANIMURA & ANTLE (Stylized)	2998643	09/20/05
TANIMURA & ANTLE	2876357	08/24/04
GROWN WITH FAMILY PRIDE FOR 3 GENERATIONS	2848876	06/01/04
T A and Design	2252015	06/08/99
T&A (Stylized)	1268130	02/21/84