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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM447333

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/16/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	East Balt US, LLC
Street Address:	1801 West 31st Place
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60608
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1933361	EAST BALT.
Registration Number:	1933360	ЕВ
Registration Number:	1681355	В
Serial Number:	86337543	ЕВ
Serial Number:	86337511	EAST BALT BAKERIES QUALITY · SERVICE · I

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: colleen.brennan@bakermckenzie.com

Correspondent Name: Lisa Parker Gates

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Lisa Parker Gates
SIGNATURE:	/lisa parker gates/
DATE SIGNED:	10/16/2017

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 16, 2017 ("<u>Release</u>"), is made by Bank of America, N.A., as administrative agent ("<u>Administrative Agent</u>") in favor of East Balt US, LLC, a Delaware limited liability company ("<u>Debtor</u>").

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of June 2, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and between the Debtor and Administrative Agent, Debtor pledged to and granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a first priority security interest in any and all right, title and interest of Debtor in, to, and under all Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Debtor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 2, 2015 at Reel 5535 Frame 0074 ("<u>Notice</u>"); and

WHEREAS, the Debtor has requested that the Administrative Agent, on behalf of the Secured Parties, enter into this Release in order to accomplish and evidence the release of its security interest in any and all right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Debtor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the pledge and first priority security interest in Debtor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto. If and to the extent that the Administrative Agent or any of the Secured Parties has acquired any right, title or interest in or to the Trademark Collateral pursuant to the Security Agreement or Notice, the Administrative Agent on behalf of itself and the Secured Parties hereby transfers, conveys and assigns such right, title and interest to the Debtor; and
- (b) authorizes and requests the recordation of this Release against the Trademark Collateral with the USPTO at Debtor's expense.
- **SECTION 3**. <u>Miscellaneous</u>. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.
- **SECTION 4**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

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

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: William Del Bianco

Title: Vice President

EAST BALT

Schedule A

East Balt US, LLC (Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
EAST BALT.	1933361	11/07/95
EB (Stylized)	1933360	11/07/95
B and Design	1681355	03/31/92

Pending Applications

Mark	Appl. No.	Filing Date
EB and Design	86337543	07/15/14
EAST BALT BAKERIES QUALITY · SERVICE ·	86337511	07/15/14
INNOVATION and Design		

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RECORDED: 10/16/2017