

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458355

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.		01/17/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Eden Creamery LLC		
Street Address:	4470 W. Sunset Boulevard		
Internal Address:	#90182		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90027		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5081441	HALO TOP	
Serial Number:	87215445	HALO TOP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	059414-0002		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	01/17/2018		
Total Attachments: 3			
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**RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release"), dated as of January 17, 2018, is made by Bank of America, N.A. ("Lender"), pursuant to the Trademark Security Agreement, dated as of November 23, 2016 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Trademark Security Agreement");

WITNESSETH

WHEREAS, Eden Creamery LLC, a California limited liability company (the "Grantor") was a party to that certain Loan and Security Agreement, dated as of November 23, 2016, between Lender and Grantor (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered to Lender the Trademark Security Agreement and recorded with the United States Patent and Trademark Office ("USPTO") on December 2, 2016 at Reel/Frame No. 5934/0828, pursuant to which the Grantor granted to Lender a security interest in its Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, as of the date hereof, all of the obligations secured by the security interest granted under the Trademark Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, the Grantor has requested that Lender release its security interest in all of its right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lender hereby **DISCHARGES, TERMINATES and RELEASES**, without recourse, representation or warranty, its security interest in all right, title and interest in and to the Trademark Collateral, including the trademark registrations and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that Lender may have obtained in, to and under the Trademark Collateral under the Credit Agreement and the Trademark Security Agreement.

Delivery of an executed signature page of this release by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. Lender acknowledges that this Release along with any other necessary documentation may be filed with the USPTO or any other governmental office to evidence the discharge, termination and release granted herein. Lender authorizes the Grantor and its designees to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary to effect the release of Lender's security interest in the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered as of the date first written above.

BANK OF AMERICA, N.A.
as Lender

By: 

Name: Matthew Van Steenhuyse

Title: Senior Vice President

[Signature Page to Release of Security Interest in Trademarks – 2016 Grant]

TRADEMARK
REEL: 006251 FRAME: 0040

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Application No.</u>	<u>Filing Date</u>	<u>Federal Registration No.</u>	<u>Issue Date</u>
Halo Top	Eden Creamery LLC	Registered	86/955,766	March 28, 2016	5,081,441	November 15, 2016
Halo Top	Eden Creamery LLC	Pending	87/215,445	October 25, 2016	N/A	N/A