

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM469066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		03/30/2018	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

C.H.

<b>Name:</b>	Guenther & Son, Incorporated
<b>Street Address:</b>	2201 Broadway Street
<b>City:</b>	San Antonio
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78215
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	1311326	HEARTH & SKILLET
Registration Number:	1307002	SOUTHERN SUCCESS
Registration Number:	0531426	PIONEER ESTABLISHED 1851
Registration Number:	0738769	GOLDEN HARVEST
Registration Number:	760405	WHITE WINGS PIONEER FLOUR MILLS HIGHEST
Registration Number:	967162	WHITE WINGS
Registration Number:	1341246	
Registration Number:	0986541	TEXAS PIONEER
Registration Number:	0866506	PIONEER
Registration Number:	1002088	PIONEER
Registration Number:	1313715	WHITE WINGS
Registration Number:	1343034	
Registration Number:	1346625	LA PALOMA
Registration Number:	1359517	GUARANTEED QUALITY
Registration Number:	1401451	SOUTHERN SUCCESS
Registration Number:	1479815	LA PALOMA
Registration Number:	1390143	WHITE OAK
Registration Number:	1390145	
Registration Number:	1433125	PIONEER

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Property Type	Number	Word Mark
Registration Number:	1423106	PIONEER
Registration Number:	1400581	
Registration Number:	1531065	PIONEER
Registration Number:	1483107	PIONEER
Registration Number:	1529778	PIONEER
Registration Number:	1507397	PIONEER
Registration Number:	1492486	HEARTH & SKILLET
Registration Number:	1606024	GUENTHER HOUSE
Registration Number:	1596709	HWS
Registration Number:	1634918	SAN ANTONIO RIVER MILL BRAND
Registration Number:	1648267	SAN ANTONIO RIVER MILL BRAND
Registration Number:	1646168	PIONEER
Registration Number:	1614115	PIONEER
Registration Number:	1594199	RIVER MILL
Registration Number:	1625065	RIVER MILL
Registration Number:	1630219	RIVER MILL
Registration Number:	1593282	HEARTH & SKILLET
Registration Number:	1626178	PIONEER
Registration Number:	1612210	GUARANTEED QUALITY
Registration Number:	1593283	SOUTHERN SUCCESS
Registration Number:	1695488	MILLER'S PRIDE
Registration Number:	1667763	
Registration Number:	1665177	PIONEER
Registration Number:	1823369	PIONEER FOODSERVICE
Registration Number:	1892281	HEARTH & SKILLET
Registration Number:	1885140	GUARANTEED QUALITY SINCE 1851
Registration Number:	2044675	CONESTOGA
Registration Number:	1953253	PIONEER
Registration Number:	2044741	CONESTOGA
Registration Number:	1798440	PIONEER
Registration Number:	1788932	PIONEER
Registration Number:	2105960	WHITE WINGS
Registration Number:	2052507	SAN ANTONIO RIVER MILL BRAND
Registration Number:	2125746	CONESTOGA
Registration Number:	2127429	CONESTOGA BY PIONEER
Registration Number:	2254584	MINUTE MIX
Registration Number:	2363585	MINUTE MIX PIONEER QUALITY
Registration Number:	2380004	SAN ANTONIO RIVER MILL BRAND

Property Type	Number	Word Mark
Registration Number:	2402627	THE GUENTHER HOUSE
Registration Number:	2376246	IQUE MARAVILLA DE TORTILLA!
Registration Number:	3036112	STILL PIONEERING
Registration Number:	2858028	LA PALOMA
Registration Number:	2838767	MORNING BOUNTY
Registration Number:	2853745	MINUTE MIX
Registration Number:	2779664	GOLDEN VALLEY
Registration Number:	3171029	¡QUÉ MARAVILLA DE TORTILLA!
Registration Number:	3442917	SNACK BAKES
Serial Number:	78929000	SINGLE BAKES
Serial Number:	78929003	CUP BAKES

**CORRESPONDENCE DATA**

Fax Number: 2127514864

*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.*

Phone: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	045494-0225
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	04/09/2018

**Total Attachments: 6**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE, dated as of March 30, 2018 (this "Release"), is made by JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for the benefit of C.H. Guenther & Son, Incorporated (the "Grantor"). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the Fifth Amended and Restated Credit Agreement dated as of February 29, 2008 (the "Credit Agreement") among the Borrower, the Guarantors, the Lenders party thereto and the Administrative Agent, the Lenders agreed to make Loans to and make other extensions of credit on behalf of the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Guarantors and the Administrative Agent entered into an Amended and Restated Security and Pledge Agreement, dated as of February 29, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered the Grant of Trademark Security Interest, dated as of February 29, 2008, in favor of the Administrative Agent, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 3755, Frame 0941, on April 9, 2008 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether then or thereafter existing or in which Grantor then had or thereafter acquired an interest (collectively, the "Trademark Collateral");

(i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;

(ii) all renewals of trademark and service mark registrations;

(iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether then or thereafter owned or used; and

(v) all causes of action, claims and warranties then or thereafter owned or acquired by Grantor in respect of any of the items listed above.

WHEREAS, the Administrative Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, the Administrative Agent has agreed to: (i) release all of its security interest covering the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Grantor; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent hereby releases and terminates in its entirety its security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Grantor, and re-assigns to the Grantor, any and all right, title and interest it has in and to, the Trademark Collateral.

[Signature Page Follows]

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

JP MORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: *NH*  
Name: *Natalie Hill*  
Title: *Authorized Officer*

## SCHEDULE A

Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
C. H. Guenther & Son, Incorporated	United States	HEARTH & SKILLET	1,311,326	25DE1984		
	United States	SOUTHERN SUCCESS	1,307,002	27NO1984		
	United States	PIONEER & DESIGN	0,531,426	03OC1950		
	United States	GOLDEN HARVEST	0,738,769	02OC1962		
	United States	WHITE WINGS & DESIGN	760,405	19NO1963		
	United States	WHITE WINGS	967,162	28AU1973		
	United States	DOVE DESIGN	1,341,246	11JE1985		
	United States	TEXAS PIONEER	0,986,541	18JE1974		
	United States	PIONEER	0,866,506	11MR1969		
	United States	PIONEER & DESIGN	1,002,088	21JA1975		
	United States	WHITE WINGS	1,313,715	08JA1985		
	United States	PORTRAIT LOGO	1,343,034	18JE1985		
	United States	LA PALOMA	1,346,625	02JL1985		
	United States	GUARANTEED QUALITY & DESIGN	1,359,517	10SE1985		
	United States	SOUTHERN SUCCESS	1,401,451	15JL1986		
	United States	LA PALOMA	1,479,815	08MR1988		
	United States	WHITE OAK	1,390,143	15AP1986		
	United States	OAK TREE DESIGN	1,390,145	15AP1986		
	United States	PIONEER	1,433,125	17MR1987		
	United States	PIONEER	1,423,106	30DE1986		
	United States	LADY DESIGN	1,400,581	08JL1986		
	United States	PIONEER	1,531,065	21MR1989		
	United States	PIONEER	1,483,107	05AP1988		
	United States	PIONEER	1,529,778	14MR1989		
	United States	PIONEER	1,507,397	04OC1988		
	United States	HEARTH & SKILLET	1,492,486	14JE1988		
	United States	GUENTHER HOUSE	1,606,024	10JL1990		
	United States	HWS	1,596,709	15MY1990		
	United States	SAN ANTONIO RIVER MILL & DESIGN	1,634,918	12FE1991		

Schedule A to Release of Security Interest in Trademarks

Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
	United States	SAN ANTONIO RIVER MILL & DESIGN	1,648,267	18JE1991		
	United States	PIONEER	1,646,168	28MY1991		
	United States	PIONEER	1,614,115	18SE1990		
	United States	RIVER MILL	1,594,199	01MY1990		
	United States	RIVER MILL	1,625,065	27NO1990		
	United States	RIVER MILL	1,630,219	01JA1991		
	United States	HEARTH & SKILLET	1,593,282	24AP1990		
	United States	PIONEER (STYLIZED SCRIPT)	1,626,178	04DE1990		
	United States	GUARANTEED QUALITY SEAL/DESIGN	1,612,210	04SE1990		
	United States	SOUTHERN SUCCESS	1,593,283	24AP1990		
	United States	MILLER'S PRIDE	1,695,488	16JE1992		
	United States	LADY DESIGN	1,667,763	10DE1991		
	United States	PIONEER AND DESIGN	1,665,177	19NO1991		
	United States	PIONEER FOODSERVICE	1,823,369	22FE1994		
	United States	HEARTH & SKILLET AND DESIGN	1,892,281	02MY1995		
	United States	GUARANTEED QUALITY SINCE 1851 AND DESIGN	1,885,140	21MR1995		
	United States	CONESTOGA	2,044,675	11MR1997		
	United States	PIONEER	1,953,253	30JA1996		
	United States	CONESTOGA AND DESIGN	2,044,741	11MR1997		
	United States	PIONEER	1,798,440	12OC1993		
	United States	PIONEER	1,788,932	17AU1993		
	United States	WHITE WINGS	2,105,960	14OC1997		
	United States	SAN ANTONIO RIVER MILL & DESIGN	2,052,507	15AP1997		
	United States	CONESTOGA	2,125,746	30DE1997		
	United States	CONESTOGA (& DESIGN)	2,127,429	06JA1998		
	United States	MINUTE MIX	2,254,584	01-15-1999		
	United States	MINUTE MIX AND DESIGN	2,363,585	04-04-2000		
	United States	SAN ANTONIO RIVER MILL BRAND	2,380,004	08-22-2000		



Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
	United States	THE GUENTHER HOUSE AND DESIGN	2,402,627	11-07-2000		
	United States	¡ QUE MARAVILLA DE TORTILLA!	2,376,246	08-08-2000		
	United States	STILL PIONEERING	3,036,112	12/27/2005		
	United States	LA PALOMA AND DESIGN	2,858,028	06-29-2004		
	United States	MORNING BOUNTY	2,838,767	05-04-2004		
	United States	MINUTE MIX	2,853,745	06-15-2004		
	United States	GOLDEN VALLEY	2,779,664	11-04-03		
	United States	¡ QUE MARAVILLA DE TORTILLA!	3,171,029	11/14/2006		
	United States	SNACK BAKES	3442917	06/03/2008	78/928,987	07/13/2006
	United States	SINGLE BAKES			78/929,000	07/13/2006
	United States	CUP BAKES			78/929,003	07/13/2006