

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534767

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.		08/01/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Flagstone Foods, Inc.
Street Address:	2021 Spring Road
Internal Address:	Suite 600
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	Corporation: DELAWARE
Name:	Nutcracker Brands, Inc.
Street Address:	2021 Spring Road
Internal Address:	Suite 600
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5055568	AFTERNOON SNACK BLEND
Registration Number:	767951	AMPORT
Registration Number:	3031534	AMPORT FOODS
Registration Number:	4681899	AMPORT FOODS
Registration Number:	3367142	ANN'S HOUSE
Registration Number:	1743379	ANN'S HOUSE OF NUTS
Registration Number:	5161771	CLIMBER'S TRAIL MIX
Registration Number:	1927887	
Registration Number:	5445041	FEED YOUR HAPPY PLACE
Registration Number:	4223216	FLAGSTONE FOODS
Registration Number:	4320428	FLAGSTONE FOODS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5129600	GOODFIELDS
Registration Number:	1834185	NATURE'S HARVEST
Registration Number:	5078889	RIDE THE WAVE BLEND
Registration Number:	2788966	
Registration Number:	2827900	ULTRA BERRY
Registration Number:	658838	ALL AMERICAN
Registration Number:	1348344	
Registration Number:	1359462	FLAVOR HOUSE
Registration Number:	3602890	HARVEST MANOR FARMS
Registration Number:	1342973	HOODY'S
Registration Number:	2440575	HOUSE OF ALMONDS SAN JOAQUIN VALLEY, CAL
Registration Number:	1766034	NUTCRACKER
Registration Number:	3810260	SHANGHAI SENSATION
Registration Number:	1320971	SOUTHERN ROASTED NUTS
Registration Number:	1936987	THE ORIGINAL NUT HOUSE
Serial Number:	87062552	FEED YOUR HAPPY PLACE
Serial Number:	87027416	ORIGINAL NUT HOUSE BRANDS

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 401180/507

NAME OF SUBMITTER: Christine McLellan

SIGNATURE: /Christine McLellan/

DATE SIGNED: 08/01/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated effective as of August 1, 2019, is made by **Bank of America, N.A.**, with offices located at One Independence Center, 101 N. Tryon Street, Charlotte, North Carolina 28202 as Administrative Agent (the “Secured Party”), with respect to the security interest granted to it by **Flagstone Foods, Inc.** a Delaware corporation with offices located at 2021 Spring Road, Suite 600, Oak Brook, IL 60523 and **Nutcracker Brands, Inc.**, a Delaware corporation with offices located at 2021 Spring Road, Suite 600, Oak Brook, IL 60523 (together, the “Grantors”), in the Trademark Collateral (defined below). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (defined below).

WITNESSETH

WHEREAS, reference is made to that certain Security Agreement, dated as of June 11, 2018 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”) among the Secured Party, the Grantors and the other grantors named therein;

WHEREAS, TreeHouse Foods, Inc., as the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to that certain Second Amended and Restated Credit Agreement, dated as of December 1, 2017 (as amended by Amendment No. 1, dated as of June 11, 2018, and as further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”);

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Security Agreement dated as of June 11, 2018 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “Security Agreement”) to, among other things, secure the Secured Obligations of the Grantors under the Loan Documents; and

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors, among others, entered into that certain Trademark Security Agreement, dated as of June 11, 2018 (as it may be from time to time amended, restated, modified or supplemented, the “Trademark Security Agreement”), pursuant to which the Grantors granted to the Secured Party, for the ratable benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Grantors in, to and under all of the Grantors’ Trademarks (as defined in the Security Agreement), including the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was submitted for recordation with the United States Patent and Trademark Office on or about June 15, 2018 and was recorded at Reel/Frame: 6366/0049 on June 28, 2018 at the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Officer’s Certificate dated as of the date hereof, (the “Certificate”), the Borrower certified to the Secured Party that the Grantors are selling certain

specified assets and property, including the Trademark Collateral, to Wizards Nuts Inc., a Delaware corporation, in a disposition of assets permitted pursuant to Section 7.05(n) of the Credit Agreement (such sale, the "Disposition"); and

WHEREAS, the Secured Party, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to release and discharge fully its security interest solely in the Trademark Collateral in accordance with the last sentence of Section 7.05 of the Credit Agreement and as authorized pursuant to Section 9.10 of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Definitions

"Trademark Collateral" means the trademarks and registrations identified in Schedule A hereto, including all trademarks, trade names, corporate names, company names, business names, Internet domain names, fictitious business names, trade dress, trade styles, service marks, certification marks, slogans, logos and other source or business identifiers and all general intangibles of like nature, included in the Acquired Assets (as defined in the Certificate) and the goodwill associated therewith.

2. Release of Security Interest

The Secured Party hereby releases and discharges fully, without representation, warranty or recourse, its continuing security interest in any and all of the Grantors' right, title and interest in, to and under the Trademark Collateral (the "Released Collateral").

3. Recordation

Secured Party authorizes the recordation of this Release with the U.S. Patent and Trademark Office to place on record the release of the security interest in the Released Collateral by Secured Party or any person authorized or designated by Secured Party.

4. Miscellaneous

This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. The Secured Party continues to maintain, without interruption or impairment, its security interest in all of the Grantors' right, title and interest in, to and under all Collateral other than the Released Collateral. The provisions of the Security Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Secured Party has executed this Release as of the date first set forth above.

Bank of America, N.A., as Secured Party

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry", is written over a light, dotted background.

By: _____

Name: Bridgett J. Manduk Mowry

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 006709 FRAME: 0680**

**SCHEDULE A
TRADEMARKS**

Trademark Registrations and Applications

OWNER	TRADEMARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Flagstone Foods, Inc.	AFTERNOON SNACK BLEND	Registered	86636681	2015-05-20	5055568	2016-10-04
Flagstone Foods, Inc.	AMPORT	Registered	72175091	1963-08-15	767951	1964-04-07
Flagstone Foods, Inc.	AMPORT FOODS	Registered	78402591	2004-04-15	3031534	2005-12-20
Flagstone Foods, Inc.	AMPORT FOODS & Design	Registered	86324905	2014-06-30	4681899	2015-02-03
Flagstone Foods, Inc.	ANN'S HOUSE	Registered	78923279	2006-07-06	3367142	2008-01-08
Flagstone Foods, Inc.	ANN'S HOUSE OF NUTS	Registered	74207510	1991-09-27	1743379	1992-12-29
Flagstone Foods, Inc.	CLIMBER'S TRAIL MIX	Registered	86636691	2015-05-20	5161771	2017-03-14
Flagstone Foods, Inc.	Farmhouse Design	Registered	74580765	1994-09-30	1927887	1995-10-17
Flagstone Foods, Inc.	FEED YOUR HAPPY PLACE	Pending	87062552	2016-06-07		
Flagstone Foods, Inc.	FEED YOUR HAPPY PLACE	Pending	87522002	2016-07-10	5445041	2018-04-10
Flagstone Foods, Inc.	FLAGSTONE FOODS	Registered	85457462	2011-10-27	4223216	2012-10-09
Flagstone Foods, Inc.	FLAGSTONE FOODS & Design	Registered	85695414	2012-08-04	4320428	2013-04-16
Flagstone Foods, Inc.	GOODFIELD'S	Registered	86549915	2015-03-02	5129600	2017-01-24
Flagstone Foods, Inc.	NATURE'S HARVEST	Registered	74281368	1992-06-04	1834185	1994-05-03
Flagstone Foods, Inc.	RIDE THE WAVE BLEND	Registered	86636655	2015-05-20	5078889	2016-11-08
Flagstone Foods, Inc.	Sunflower Design	Registered	78204706	2003-01-17	2788966	2003-12-02
Flagstone Foods, Inc.	ULTRA BERRY	Registered	78204700	2003-01-17	2827900	2004-03-30

RALCORP SUBS US TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	APP. DATE	APP. NO.	REG. DATE	REG. NO.
U.S.	Nutcracker Brands, Inc.	ALL AMERICAN (STYLIZED)	Registered	8/9/1955	71/692,692	2/25/1958	658,838
U.S.	Nutcracker Brands, Inc.	Design (Peanut vendor)	Registered	12/10/1984	73/512,965	7/9/1985	1,348,344
U.S.	Nutcracker Brands, Inc.	FLAVOR HOUSE	Registered	3/4/1985	73/525,006	9/10/1985	1,359,462
U.S.	Nutcracker Brands, Inc.	HARVEST MANOR FARMS	Registered	11/8/2004	76/619,763	4/7/2009	3,602,890
U.S.	Nutcracker Brands, Inc.	HOODY'S	Registered	12/10/1984	73/512,634	6/18/1985	1,342,973
U.S.	Nutcracker Brands, Inc.	HOUSE OF ALMONDS SAN JOAQUIN VALLEY, CALIFORNIA &	Registered	12/16/1999	75/874,774	4/3/2001	2,440,575

COUNTRY	OWNER	MARK	STATUS	APP. DATE	APP. NO.	REG. DATE	REG. NO.
		Design					
U.S.	Nutcracker Brands, Inc.	NUTCRACKER (Stylized)	Registered	11/1/1990	74/111,480	4/20/1993	1,766,034
U.S.	Nutcracker Brands, Inc.	ORIGINAL NUT HOUSE BRANDS & Design	Pending	5/6/2016	87/027,416		
U.S.	Nutcracker Brands, Inc.	SHANGHAI SENSATION	Registered	11/4/2009	77/865,168	6/29/2010	3,810,260
U.S.	Nutcracker Brands, Inc.	SOUTHERN ROASTED NUTS	Registered	10/22/1982	73/400,544	2/19/1985	1,320,971
U.S.	Nutcracker Brands, Inc.	THE ORIGINAL NUT HOUSE & Design	Registered	11/2/1994	74/594,153	11/21/1995	1,936,987