

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

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Conveyance Type

- ☐ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☒ Other

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REEL: 014337 FRAME: 0427

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U.S. Department of Commerce
Patent and Trademark Office
PATENT

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Pages

Enter the total number of pages of the attached conveyance document
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4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

			4744487		

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

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Authorization to charge additional fees:

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To the best of my knowledge and belief, the foregoing information is true and correct and any
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Signature

Date

2/13/2004

PATENT
REEL: 014337 FRAME: 0428

RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS (this "Release") is made as of January 28, 2004 ("Effective Date") by and between Harmony Foods Corporation, a Delaware corporation, with its principal office at 2200 Delaware Avenue, Santa Cruz, California 95060 ("Grantor"), and LaSalle Business Credit, LLC, a Delaware limited liability company, with its principal office at 135 S. LaSalle Street, Chicago, Illinois 60603 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and HSBC Business Loans, Inc. ("HSBC"), dated April 9, 1998 (the "Security Agreement"), Grantor granted to HSBC a continuing security interest in and to all of Grantor's right, title and interest in and to all of the patents set forth on Schedule A attached hereto (collectively, the "Patents");

WHEREAS, Grantor and HSBC entered into the Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantor and HSBC, dated April 9, 1998 (the "Loan and Security Agreement"), wherein Grantor granted to HSBC a continuing security interest in and to certain intellectual property, including without limitation, the Patents;

WHEREAS, HSBC sold its loan to Harmony to Grantee pursuant to an agreement dated May 9, 2002 between HSBC Business Credit (USA) Inc., successor-in-interest to HSBC Business Loans, Inc., and LaSalle Business Credit, Inc., predecessor-in-interest to LaSalle Business Credit, LLC, and Grantee is now the successor to all of HSBC's rights and obligations under the Loan and Security Agreement and Security Agreement;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on October 19, 1998, at Reel 9516, Frames 0126- 137; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby terminates the Loan and Security Agreement and Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Patents and any other intellectual property under the Loan and Security Agreement and Security Agreement.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Patents; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any patent or patent application owned by Grantor, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world

Grantee shall take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

I effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative to be effective as of the Effective Date.

HSBC BUSINESS LOANS, INC.,
by its Successor-in Interest,
LASALLE BUSINESS CREDIT, LLC

Name: [Signature]
Title: Chief Sr. Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 28th day of January, 2004, there appeared before me Bruce Senby, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of LASALLE BUSINESS CREDIT, LLC

[Signature]
Notary Public



SCHEDULE A

U.S. PATENTS

Patent No.	Issue Date	Title
D293,407	12/29/87	Combination Food Container and Scoop
D293,289	12/22/87	Combination Food Container and Scoop
4,744,487	7/17/88	Food Container with a Hinged Cover