

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Union Bank of California, N.A.	05/14/2007

RECEIVING PARTY DATA

Name:	GFA Brands, Inc.
Street Address:	P.O. Box 397 211 Knickerbocker Road
City:	Cresskill
State/Country:	NEW JERSEY
Postal Code:	07626

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5027901
Patent Number:	5147134
Patent Number:	5578334
Patent Number:	5843497
Patent Number:	5874117
Patent Number:	6630192

CORRESPONDENCE DATA

Fax Number: (414)278-3763

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-225-7563

Email: pbergin@dkattorneys.com

Correspondent Name: Patrick M. Bergin

Address Line 1: 111 East Kilbourn Avenue

Address Line 2: Suite 1400

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

33616.85227

PATENT

500277552

REEL: 019287 FRAME: 0988

CH \$240.00 5027901

NAME OF SUBMITTER:

Patrick M. Bergin

Total Attachments: 2

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May 14, 2007

GFA Brands, Inc.
600 Montgomery Street, Suite 2900
San Francisco, CA 94111
Attn: Alexander S. Panos

Dear Alexander S. Panos:

Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of May 6, 2005, (as amended, restated, supplemented or otherwise modified from time to time, the **"Existing Credit Agreement"**) among GFA Brands, Inc., a Delaware corporation (the **"Borrower"**), Union Bank of California, N.A., a national banking association (in its individual capacity, **"UBOC"**), and certain other financial institutions parties thereto as lenders thereunder (UBOC and such other financial institutions being hereinafter referred to individually as a **"Lender"** and collectively as the **"Lenders"**), including, without limitation, UBOC, acting in its capacity as sole lead arranger, and as administrative agent (UBOC, in such capacity, being hereinafter referred to as **"Existing Agent"**) for the Lenders (Existing Agent and the Lenders being hereinafter referred to individually as an **"Existing Lender Party"** and collectively as the **"Existing Lender Parties"**). Capitalized terms used but not defined herein have the meanings assigned to such terms in the Existing Credit Agreement.

The Existing Agent acknowledges that all of the liabilities and obligations of the Borrower now outstanding or accrued under the Existing Credit Agreement and all documents executed in connection therewith have been paid in full and discharged. The Existing Agent further agrees that (a) the Existing Credit Agreement is hereby terminated and has no further force and effect, (b) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Existing Credit Agreement are terminated, (c) the Existing Lender Parties shall no longer benefit from the security interests or the liens created by the Security Agreement and all such security interests or liens shall be forever satisfied, released and discharged and (d) the Existing Lender Parties further agree that the Existing Agent or the Borrower, or any agent on their behalf, is hereby authorized and instructed to release any and all security interests, pledges, liens and/or other encumbrances created by the Security Agreement.

The Existing Agent has delivered, will deliver, or cause to be delivered, to the Borrower, at the Borrower's cost and expense, Uniform Commercial Code termination statements and termination or releases of any filings with the United States Patent and Trademark Office naming the Existing Agent as assignee, and all other documents, instruments or certificates as the Borrower may reasonably request to terminate all financing statements and to release any and all security interests, pledges, liens and/or other encumbrances created by the Security Agreement.

In addition, the Existing Agent hereby authorizes the Borrower, the Lenders, or any of their representatives or agents on their behalf, any time from and after the date hereof, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect on public record, the release and discharge of security interests and liens filed in favor of the Existing Agent with respect to the Collateral and to file all necessary releases of any filings with the United States Patent and Trademark Office naming the Existing Agent as assignee. The

Termination Letter


Existing Agent will, from and after the date hereof, execute and/or deliver such other termination statements or documents and take such other actions as the Borrower or the Lenders, as the case may be, may from time to time reasonably request to evidence the satisfaction of the obligations of the Borrower and the Lenders under the Existing Credit Agreement and the other Loan Documents and to effectuate, or reflect on public record, the release and discharge of such security interests and liens. All of the foregoing, both before and after the date hereof, shall be at the expense of the Borrower and the Lenders, with no liability to the Existing Agent.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York.

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this letter shall be effective as delivery of an original executed counterpart.

UNION BANK OF CALIFORNIA, as
Existing Agent

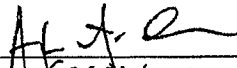
By:
Its:


CRAIG R. CAPPAI
Vice President

ACKNOWLEDGED AND AGREED
As of May 14, 2007

GFA BRANDS, INC.,
a Delaware corporation

By:
Its:


Secretary

Termination Letter