### 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 Da	te
General Electric Capital Corporation	03/19/2010	

### **RECEIVING PARTY DATA**

Name:	Best Brands Corp.	
Street Address:	111 Cheshire Lane	
Internal Address:	Suite 100	
City:	Minnetonka	
State/Country:	MINNESOTA	
Postal Code:	55305	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6523693

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 25118-174

NAME OF SUBMITTER: Angela R. Gott

**Total Attachments: 5** 

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**PATENT** 

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RELEASE OF PATENT SECURITY AGREEMENT

THIS RELEASE dated as of March [19], 2010 (this "Release") is made by General

Electric Capital Corporation, acting in its capacity as agent (together with any successor(s)

thereto in such capacity, the "Agent") for each of the Lenders (as defined in the Patent Security

Agreement referenced below) under that certain Patent Security Agreement, dated as of February

18, 2005, and recorded in the records of the United States Patent and Trademark Office, at Reel

015861/Frame 0233, and that certain Amended and Restated Patent Security Agreement, dated

as of December 12, 2006, and recorded in the records of the United States Patent and Trademark

Office, at Reel 018654/Frame 0647 (as amended, supplemented or modified and in effect prior to

the date hereof, collectively, the "Patent Security Agreements"), between Best Brands Corp., a

Delaware corporation (the "Grantor"), and the Agent;

WITNESSETH:

WHEREAS, pursuant to the Patent Security Agreements which were recorded in the

records of the United States Patent and Trademark Office, the Grantor granted to the Agent a

security interest in the Patent Collateral (as defined in the Patent Security Agreements) including

those set forth on Schedule I attached hereto;

WHEREAS, the Agent wishes to: (i) terminate the Patent Security Agreements against

the Patent Collateral including those identified in Schedule I attached hereto, recorded with the

United States Patent and Trademark Office; (ii) release all of its security interest in the Patent

Collateral including those listed in Schedule I attached hereto; (iii) restore all right, title and

interest in and to the Patent Collateral including those listed in Schedule I attached hereto, to

Grantor; and (iv) to dissolve any and all liens and encumbrances granted to it by Grantor

respecting the Patent Collateral including those listed in Schedule I attached hereto.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the Agent does hereby release its security interest in the Patent

Collateral including those set forth on Schedule I attached hereto, and discharges, quit claims and

relinquishes unto Grantor (in each case without recourse and without any representation or

warranty) any and all rights, title and interest it has in and to the Patent Collateral and the

security interest granted to Agent in the Patent Collateral including those listed in Schedule I

attached hereto.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT

Title:

Scott J. Garlinghouse Duly Authorized Signatory

[Signature Page to Release of Patent Security Agreement]

## SCHEDULE I

to

# RELEASE OF PATENT SECURITY AGREEMENT

See attached.

Sch. I - 1

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### Schedule I

### Patents

<u>Title</u>	<u>Number</u>	Country
Convertible Product Packaging	6523693	United States

### Patent Licenses

U.S. Patent No. 4,931,297 and the corresponding Canadian Patent No. 1,327,906 (food preservation process utilizing a blend of acidulants) has been licensed to IMCB Corp. (Best Brands Corp. via merger) pursuant to that certain Patent License Agreement, dated February 18, 2005, between Smucker Foods of Canada Co. and IMCB Corp.

Patent and Technology License Agreement, effective as of November 13, 2001, between General Mills, Inc. and International Multifoods Corporation (assigned to IMCB Corp. (Best Brands Corp. via merger) pursuant to that certain Purchase Agreement, dated January 13, 2005, by and among International Multifoods Corporation, Multifoods Brands, Inc., Fantasia Confections, Inc., Robin Hood Multifoods Corporation, Value Creation Partners Inc., The J.M. Smucker Company, and IMCB Corp. (the "Multifoods Acquisition Agreement").

Transfer of Rights Agreement, dated February 18, 2005, between International Multifoods Corporation and IMCB Corp. (transferring certain rights and obligations under that certain License Agreement, dated April 1, 2002, between International Multifoods Corporation and the Lemelson Medical, Education, and Research Foundation, Limited Partnership to IMCB Corp. (Best Brands Corp. via merger)).

Grant Back Patent and Technology License Agreement, dated November 13, 2001, between International Multifoods Corporation and General Mills, Inc. (portions of Agreement will be transferred to IMCB Corp. (Best Brands Corp. via merger) pursuant to Section 1.07 of the Multifoods Acquisition Agreement.

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