

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of security interest recorded under 2318/0155
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank One, N.A.		05/04/2004	National Association:
Banc One Leasing Corporation		05/04/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Bear Creek Country Kitchens, L.L.C.
Street Address:	325 West 600 South
City:	Heber City
State/Country:	UTAH
Postal Code:	84032
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2378327	BEAR CREEK COUNTRY KITCHENS
Registration Number:	2167805	
Registration Number:	2319771	HANSEL & GRETEL SUGAR COOKIES
Registration Number:	2267757	RED HEN BREAD
Registration Number:	2267755	RED RIDING HOOD CAKE
Registration Number:	2267756	THREE BEARS SOUP
Registration Number:	2267754	YOU CAN'T CATCH ME GINGERBREAD
Registration Number:	1841939	ALWAYS FRESH BECAUSE YOU MIX 'EM
Serial Number:	75415790	THE STORYBOOK COOK

CORRESPONDENCE DATA	
Fax Number:	(414)297-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ptomailmilwaukee@foley.com
Correspondent Name:	Richard J. McKenna
Address Line 1:	777 East Wisconsin Avenue

CH \$240.00 2378327

Address Line 2: Foley & Lardner LLP
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 033662-0103

NAME OF SUBMITTER: Richard J. McKenna

Total Attachments: 4
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**TERMINATION, RELEASE AND DISCHARGE
OF SECURITY INTEREST IN TRADEMARKS**

This Termination, Release and Discharge of Security Interest in Trademarks, Patents and Intellectual Property (the "Release") is made and entered into as of this 4 day of May, 2004 (the "Release Date") by and among BANK ONE, NA, as the successor by merger to BANK ONE, UTAH, NATIONAL ASSOCIATION, a national banking association, BANK ONE, ARIZONA, NATIONAL ASSOCIATION, a national banking association, and BANC ONE LEASING CORPORATION (collectively referred to as the "Secured Parties"), and is for the benefit of BEAR CREEK COUNTRY KITCHENS, L.L.C., a Delaware limited liability company ("Borrower").

RECITALS:

A. Pursuant to certain loan documents and Security Agreement dated on or about May 8, 2001, Borrower granted to the Secured Parties a security interest in and to the trademarks, trademark applications and trademark registrations identified as follows:

BEAR CREEK COUNTRY KITCHENS	U.S. Registration No. 2,378,327
DESIGN (Bear with bow tie)	U.S. Registration No. 2,167,805
HANSEL & GRETEL SUGAR COOKIES	U.S. Registration No. 2,319,771
RED HEN BREAD	U.S. Registration No. 2,267,757
RED RIDING HOOD CAKE	U.S. Registration No. 2,267,755
THREE BEARS SOUP	U.S. Registration No. 2,267,756
YOU CAN'T CATCH ME	U.S. Registration No. 2,267,754
GINGERBREAD	
THE STORYBOOK COOK	U.S. Application Serial No. 75/415,790
ALWAYS FRESH BECAUSE YOU MIX 'EM	U.S. Registration No. 1,841,939

and in the goodwill of the business associated with and symbolized by such marks, and any and all international rights, applications and registrations of such marks (collectively, "Intellectual Property").

B. Borrower has satisfied, repaid or arranged for the refinancing of the loan to which the Security Agreement pertained and therefore has requested that the Secured Parties terminate, release and discharge any and all security interest they have in and to any Intellectual Property of the Borrower.

C. The Secured Parties acknowledge that Borrower has satisfied, repaid or refinanced the loan to which the Security Agreement pertained and that termination and release of the security interest in the Intellectual Property is appropriate.

RELEASE:

NOW, THEREFORE, in reliance on the above recitals for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Parties and Borrower hereby agree as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Parties hereby terminate and release their security interest in and any pledge of or lien upon, in and to the Intellectual Property, including any and all trademarks, trademark applications and trademark registrations identified in paragraph A of the Recitals hereto, and the goodwill of the business associated with and symbolized by such marks applications and registrations, and any and all international rights, applications and registrations of such marks.

2. Worldwide Scope of Release. By this Release, the Secured Parties intend to and hereby do terminate, release and discharge any and all rights, titles and interests, in any jurisdiction anywhere in the world, of the Secured Parties in and to the Intellectual Property.


3. Recordation of Release. The Secured Parties understand and agree that this Release may be recorded by or for Borrower with the U.S. Patent and Trademark Office and with any other agency, office or authority in any jurisdiction.

4. Further Actions. The Secured Parties further agree to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Borrower may reasonably require to effect the intent and purpose of this Release.

5. Counterparts. This Release may be signed in counterparts.

IN WITNESS WHEREOF the parties have executed this Termination, Release and discharge of Security Interest in Trademarks.

BANK ONE, NA

By:  _____

Title: POD _____

BEAR CREEK COUNTRY KITCHENS,
L.L.C.

By: _____

Title: _____

BANC ONE LEASING CORPORATION

By: _____

Title: _____

RELEASE:

NOW, THEREFORE, in reliance on the above recitals for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Parties and Borrower hereby agree as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Parties hereby terminate and release their security interest in and any pledge of or lien upon, in and to the Intellectual Property, including any and all trademarks, trademark applications and trademark registrations identified in paragraph A of the Recitals hereto, and the goodwill of the business associated with and symbolized by such marks applications and registrations, and any and all international rights, applications and registrations of such marks.

2. Worldwide Scope of Release. By this Release, the Secured Parties intend to and hereby do terminate, release and discharge any and all rights, titles and interests, in any jurisdiction anywhere in the world, of the Secured Parties in and to the Intellectual Property.

3. Recordation of Release. The Secured Parties understand and agree that this Release may be recorded by or for Borrower with the U.S. Patent and Trademark Office and with any other agency, office or authority in any jurisdiction.

4. Further Actions. The Secured Parties further agree to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Borrower may reasonably require to effect the intent and purpose of this Release.

5. Counterparts. This Release may be signed in counterparts.

IN WITNESS WHEREOF the parties have executed this Termination, Release and discharge of Security Interest in Trademarks.

BANK ONE, NA

BEAR CREEK COUNTRY KITCHENS,
L.L.C.

By: _____

By: _____

Title: _____

Title: _____

BANC ONE LEASING CORPORATION

By: Emilio J. Igo

Title: Vice President

RELEASE:

NOW, THEREFORE, in reliance on the above recitals for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Parties and Borrower hereby agree as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Parties hereby terminate and release their security interest in and any pledge of or lien upon, in and to the Intellectual Property, including any and all trademarks, trademark applications and trademark registrations identified in paragraph A of the Recitals hereto, and the goodwill of the business associated with and symbolized by such marks applications and registrations, and any and all international rights, applications and registrations of such marks.

2. Worldwide Scope of Release. By this Release, the Secured Parties intend to and hereby do terminate, release and discharge any and all rights, titles and interests, in any jurisdiction anywhere in the world, of the Secured Parties in and to the Intellectual Property.

3. Recordation of Release. The Secured Parties understand and agree that this Release may be recorded by or for Borrower with the U.S. Patent and Trademark Office and with any other agency, office or authority in any jurisdiction.

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5. Counterparts. This Release may be signed in counterparts.

IN WITNESS WHEREOF the parties have executed this Termination, Release and discharge of Security Interest in Trademarks.

BANK ONE, NA

By: 

Title: POB

BEAR CREEK COUNTRY KITCHENS,
L.L.C.

By: 

Title: SECRETARY

BANC ONE LEASING CORPORATION

By: _____

Title: _____