05-25-2004 U.S. DEPARTMENT OF COMMERCE Form PTO-1594 RECO: U.S. Patent and Trademark Office (Rev. 10/02) 🗻 TF OMB No. 0651-0027 (exp. 6/30/2005) 102752236 Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: The All American Gourmet Company Bank One, N.A. Internal Association ☐ Individual(s) Address: ☐ Limited Partnership ☐ General Partnership Street Address: One City Boulevard ☐ Corporation-State City: Orange State: CA Zip: 92668 MAY 1 4 2004 Other Individual(s) citizenship Association Additional name(s) of conveying party(ies) attached? Yes No General Partnership Nature of conveyance: Limited Partnership ☐ Merger ☐ Assignment Corporation-State Delaware ☐ Change of Name ☐ Security Agreement Other Other: Release of Intellectual Property Assignment Agreement If assignee is not domiciled in the United States, a domestic representative designation is attached: Tes In No Execution Date: May 10, 2004 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? | Yes No 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) 1351919, 1616892 ☐ Yes ■ No Additional number(s) attached Total number of applications and 5. Name and address of party to whom correspondence concerning 2 document should be mailed: registrations involved: Name: Perry J. Viscounty, Esq. Total fee (37 CFR 3.41).....\$ 65.00 Internal Address: Latham & Watkins LLP Enclosed Authorized to be charged to deposit account Deposit account number Street Address: 650 Town Center Drive, Suite 2000 500524 (For additional fees, if any) City: <u>Costa Mesa</u> State: <u>CA</u> Zip: <u>92626</u> (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true coy of the original document anna lem Anna T. Kwan May 14, 2004 Name of Person Signing Date Total number of pages including cover sheet, attachments, and document Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments 05/24/2004 MGETACNE 00000088 1351919 Washington, D.C. 20231 01 FC:8521 02 FC:8522 25.00 OP

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RELEASE OF PLEDGE & SECURITY AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, The All American Gourmet Company, a Delaware corporation ("All American"), granted a Security Interest and an Intellectual Property Assignment in the trademarks set forth on Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks, and the registrations for said trademarks (collectively, the "Intellectual Property").

WHEREAS, pursuant to a certain Pledge & Security Agreement dated as of February 9, 2001, and to a certain Intellectual Property Assignment Agreement dated as of February 9, 2001, by and among Bank One, N.A. (the "Collateral Agent") and All American, in favor of the Collateral Agent (the "Agreements"), the Collateral Agent was and is authorized to take whatever action or actions is necessary, desirable or appropriate relating to the Intellectual Property, including to grant and convey a release thereof.

WHEREAS, pursuant to the Agreements, All American granted to the Collateral Agent a security interest and an intellectual property assignment in all of All American's right, title and interest in, to and under any and all past, present and future trademarks, technology and know-how, and all licenses, royalties and other monies relating thereto, including but not limited to, the Intellectual Property.

WHEREAS, the Pledge & Security Agreement was duly recorded with the United States Patent and Trademark Office on March 6, 2001 at Reel/Frame No. 2256/0309.

WHEREAS, the Intellectual Property Assignment Agreement was duly recorded with the United States Patent and Trademark Office on March 6, 2001 at Reel/Frame No. 2260/0334.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations as defined in the Agreements have been made, and hereby releases and discharges all right, title and interest in, to and under All American's past, present and future trademarks and reassigns, any and all rights conveyed thereunder, as if said agreement had never been entered into, to All American.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest and the intellectual property assignment granted to the Collateral Agent under the Agreements, as amended and restated, in the trademarks of All American, and all licenses, royalties and other monies relating thereto, including but not limited to each of the trademarks set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks, and the registrations for said trademarks.

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IN WITNESS WHEREOF, by its duly authorized officer, effective the	the Agent has caused this Release to be duly executed _/O_ day of April, 2004.
	Mey
	BANK ONE, N.A.
	as the Collateral Agent
	$\Lambda = I$
	By: A.F. Mayrae
	Name: Anthony F. Maggiore
·	Name
	Title: Managing Director, Capital Markets
CERTIFICATION	OF ACKNOWLEDGMENT
STATE OF Wisconsin) COUNTY OF Milwaukee) ss:	
this 10 day of April 2004, personally by me duly sworn, deposes and says that lone, N.A, a national banking association,	and that he/she, as such officer being duly authorized to for the purposes therein contained as his/her free act
	Motary Public Barbara E. Abramczyk

SCHEDULE A Trademarks

No.	Male	Mirris Control To his Est
1.	THE BUDGET GOURMET	1351919
2.	THE BUDGET GOURMET	1616892

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RECORDED: 05/14/2004

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