

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		09/29/2006	National Banking Association:
RECEIVING PARTY DATA			
Name:	Premier Bakers, Inc.		
Street Address:	145 South State College Boulevard		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78574664	PREMIER BAKERS	
Serial Number:	78328931	CARB	
Serial Number:	78328935	CARB KEEP YOUR CARBS IN CHECK	
Serial Number:	78318810	CARB CHECK	
Registration Number:	2049030	GOLDEN CLASSICS	
Registration Number:	1333464	NATURE'S GRAIN	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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OP \$165.00 78574664

ATTORNEY DOCKET NUMBER:	509265/1208
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/17/2006
Total Attachments: 5 source=PBakeTRe#page1.tif source=PBakeTRe#page2.tif source=PBakeTRe#page3.tif source=PBakeTRe#page4.tif source=PBakeTRe#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of September 29, 2006, from JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for certain banks and other financial institutions (the "Lenders"), to PREMIER BAKERS, INC., a Delaware corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 27, 2006, made by the Grantors (as defined therein) in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 27, 2006, among the Administrative Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 29, 2006, at Reel 003397 and Frame 0699; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By:  _____

Name:

Title:

ROBERT L. MENDOZA
VICE PRESIDENT

[Signature Page to the Termination and Release of Security Interest in Trademark Rights]

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TRADEMARK
REEL: 003410 FRAME: 0540

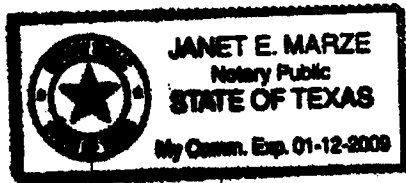
STATE OF Texas)
)
COUNTY OF Harris)

ss.:

On this 27th day of September, 2006, before me personally appeared Robert Mendoza to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A..


Notary Public

(Affix Seal Below)



[Signature Page to the Termination and Release of Security Interest in Trademark Rights]

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TRADEMARK
REEL: 003410 FRAME: 0541

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
PREMIER BAKERS	78/574,664
CARB AND DESIGN	78/328,931
CARBS KEEP YOUR CARBS IN CHECK AND DESIGN	78/328,935
CARB CHECK	78/318,810
GOLDEN CLASSICS	2,049,030
NATURE'S GRAIN	1,333,464

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