

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent	FORMERLY Chase Bank of Texas, N.A.	10/06/2006	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fresh Start Bakeries, Inc.		
<b>Street Address:</b>	145 South State College Boulevard		
<b>City:</b>	Brea		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92821		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1665990	FRESH START BAKERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1208		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$40.00 1665990

Date:

10/17/2006

**Total Attachments: 5**

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

TERMINATION AND RELEASE dated as of October 6, 2006, from JPMORGAN CHASE BANK, N.A., a national banking association (formerly known as CHASE BANK OF TEXAS, N.A.), as Administrative Agent (the "Administrative Agent") for certain banks and other financial institutions (the "Lenders"), to FRESH START BAKERIES, INC., a Delaware corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of September 10, 1999, 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 dated as of September 10, 1999, 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 30, 1999, at Reel 001969 and Frame 0295; 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.

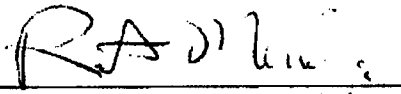
2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: **ROBERT L. MENDOZA**  
Title: **VICE PRESIDENT**

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

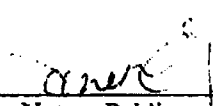
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TRADEMARK  
REEL: 003410 FRAME: 0547

STATE OF TEXAS )  
 )  
COUNTY OF Harris )

ss.:

On this 6<sup>th</sup> day of October, 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]

509265-1218-10476-NY01.2600610

TRADEMARK  
REEL: 003410 FRAME: 0548

Schedule A

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
FRESH START BAKERIES	1,665,990

509265-1208-10476-NY01.2600610