

06-10-1998

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attached original documents or copy thereof.

MRD 6-2-98

1. Name of conveying party(ies):

Credit Agricole Indosuez (formerly known as Banque Indosuez New York Branch)

- Individual(s), General Partnership, Corporation-State, Other Bank, Association, Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other Release of Intellectual Property, Merger, Change of Name

Execution Date: April 30, 1998

2. Name and address of receiving party(ies):

Name: The B. Manischewitz Company, LLC

Internal Address:

Street Address: One Manischewitz Plaza

City: Jersey City State: N.J. ZIP: 07032

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designat is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

943,824 / 726,764

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:-

Name: Todd Greene, Esq.

Internal Address: Kaye, Scholer, Fierman, Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41) \$ 540.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

FC-481 40.00 DP FC-482 500.00 DP

9. 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 copy the original document.

Name of Person Signing

Signature

Date 5/22/98

Total number of pages including cover sheet, attachments, and document: 9

Schedule A

1. U.S. Patent Registrations:

None

2. Pending Applications for U.S. Patents:

None

3. Pending Applications for U.S. Patents in which Debtor has a partial legal interest:

None

Schedule B

TRADEMARKS

United States	Bakit	943,824
United States	Deborah Ross & Head of Woman	726,764
United States	Design Mark	113,272
United States	Design Star of David	181,334
United States	Fishlets	690,635
United States	Garlic Tams	1,167,516
United States	Manischewitz	630,579
United States	Manischewitz	802,353
United States	Manischewitz	1,216,970
United States	Manischewitz	1,414,403
United States	Manna	234,050
United States	Onion Tams Plus design	1,263,740
United States	Passover Pantry	1,838,228
United States	Star of David & Lion Design	181,333
United States	Tam Tam	394,250
United States	Vege-Matzo	966,177
United States	Wheat Tams	1,149,082
United States	Horowitz Bros. Margareten Design	131,941
United States	Horowitz Margareten	1,562,380
United States	Horowitz Margareten & Design	1,547,570
United States	Horowitz Margareten & Star of David Design	503,340

Schedule C

1. U.S. Copyright Registrations:

None.

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of April ³⁰, 1998, made by CREDIT AGRICOLE INDOSUEZ (formerly known as Banque Indosuez, New York Branch), as Collateral Agent ("Collateral Agent"), in favor of THE B. MANISCHEWITZ COMPANY, LLC ("Pledgor").

R E C I T A L S :

A. Pledgor and Collateral Agent entered into a certain Borrower Intellectual Property Security Agreement, dated as of May 31, 1998 and recorded in the United States Patent & Trademark Office (the "PTO") on June 6, 1996 in Reel 1442, Frame 0609 (the "Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Agreement). Pursuant to the Agreement, Pledgor granted to Collateral Agent a lien on and security interest in certain Pledged Collateral owned by Pledgor.

B. In accordance with the terms of the Agreement, Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant to the Agreement.

A G R E E M E N T :

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Pledged Collateral, including, without limitation, (i) the Patents identified on Schedule A annexed hereto, (ii) the Trademarks identified on Schedule B annexed hereto and (iii) the Licenses identified on Schedule C annexed hereto (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Released Collateral shall hereby terminate and revert to Pledgor and all right, title and interest of Collateral Agent in the Released Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ
(formerly known as Banque Indosuez,
New York Branch), as Collateral Agent

By: *Patricia Frankel*
Name: *Patricia Frankel*
Title: *First V.P.*

By: *Melissa Marano*
Name: *Melissa Marano*
Title: *Vice President*