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12-02-1998

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To the Honorable Commissioner of

100912262

attached original documents or copy thereof.

MRD 12-1-98

1. Name of conveying party(ies):

Finova Capital Corporation (formerly known as Greyhound Financial Corporation)

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of security interest
- Merger
- Change of Name

Execution Date: November 13, 1998

2. Name and address of receiving party(ies)

Name: Ventura Foods, LLC
(Successor to ~~Internal Address: Saffola Quality Foods, Inc.~~)

Street Address: 14840 East Don Julian Road
City: City of Industry State: CA ZIP: 91746

- 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 designation 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)
None

B. Trademark Registration No.(s)
See attached list.

Additional numbers attached? Yes No

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

Name: Geoffrey D. Matsunaga

Internal Address: _____

Street Address: Kagei & Matsunaga

19191 South Vermont Avenue, Suite 420

City: Torrance State: CA ZIP: 90502

12/02/1998 DMBUYEN 00000068 664151

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

FC:481
FC:482

40.00 DP
325.00 DP

DO NOT USE THIS SPACE

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 of the original document.

Geoffrey D. Matsunaga

Name of Person Signing

G. Matsunaga

Signature

30 Nov 98

Date

Total number of pages including cover sheet, attachments, and document: 5

Attachment to Trademark Cover Sheet

Conveying Party: Finova Capital Corporation
(formerly known as Greyhound Financial Corporation)

Receiving Party: Ventura Foods, LLC
(successor to Saffola Quality Foods, Inc.)

Item 4.B

	<u>Trademark</u>	<u>Registration No.</u>
1.	SAFFOLA	664,151
2.	NU-SAFF	756,190
3.	SAFFLONAISE	766,009
4.	SAFFOLA	766,815
5.	HALF-CAL	858,043
6.	TABLE MAID	882,196
7.	DIET-SAFF	926,538
8.	SAFFOLA	1,015,902
9.	TABLE MAID	1,209,909
10.	TABLE MAID	1,214,231
11.	SAFFOLA	1,435,859
12.	CHURN SPREAD	1,461,153
13.	HEART DESIGN	1,476,109
14.	SAFFOLA	1,477,916

RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release") is given as of November 13, 1998, by **FINOVA CAPITAL CORPORATION** (formerly known as Greyhound Financial Corporation) ("**Finova**") with respect to the following facts:

WHEREAS, as collateral security for the obligations of Saffola Quality Foods, Inc., a Delaware corporation ("**Saffola**"), under a Loan Agreement between Saffola and Finova (the "**Loan Agreement**"), Saffola granted to Finova a security interest in, among other things, the trademarks of Saffola listed on **Schedule A** attached hereto (the "**Trademark Collateral**") pursuant to a Collateral Assignment of Trademarks and Patents and Security Agreement dated as of February 28, 1991, between Saffola and Finova (the "**Assignment**"), which was recorded with the United States Patent and Trademark Office on March 26, 1991, at Reel 776, Frame 909; and

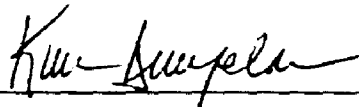
WHEREAS, the obligations of Saffola to Finova under the Loan Agreement have been satisfied in full and Finova wishes to terminate the Assignment and relinquish and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Finova hereby agrees as follows:

1. Finova hereby irrevocably and unconditionally terminates the Assignment and relinquishes and releases any and all rights to and interests in the Trademark Collateral and hereby assigns and reconveys all such rights and interests to Saffola and its successors and assigns.

IN WITNESS WHEREOF, Finova has caused this Release to be executed by its duly authorized officer as of the date first written above.

FINOVA CAPITAL CORPORATION
(formerly known as Greyhound Financial Corporation)

By 

Name:

Title:

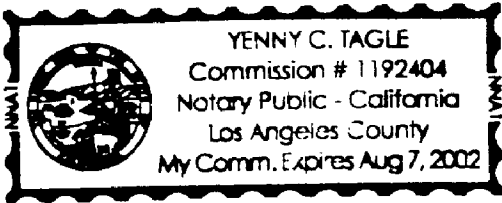
**Kurt Duerfeldt, Vice President
FINOVA Capital Corporation**

State of California)
)
County of Los Angeles)

On November 13, 1998, before me, Yenny C. Tagle, Notary Public, personally appeared Hurt Overfeldt, personally known to me or ~~proved to me on the basis of satisfactory evidence to be the person~~ whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



Yenny C. Tagle

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Date Registered</u>
SAFFOLA	664,151	07/08/58
NU-SAFF	756,190	09/03/63
SAFFLONAISE	766,009	03/03/64
SAFFOLA	766,815	03/17/64
HALF-CAL	858,043	10/01/68
TABLE MAID	882,196	12/09/69
DIET-SAFF	926,538	01/04/72
SAFFOLA	1,015,902	07/15/75
TABLE MAID	1,209,909	09/21/82
TABLE MAID	1,214,231	10/26/82
SAFFOLA	1,435,859	04/07/87
CHURN SPREAD	1,461,153	10/13/87
HEART DESIGN	1,476,109	02/09/88
SAFFOLA	1,477,916	02/23/88