

04-29-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

12/14/1998 DNGUYEN 00000293 1393430

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1889 FRAME: 0018

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PTO 12-9-98

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,393,430"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,752,765"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

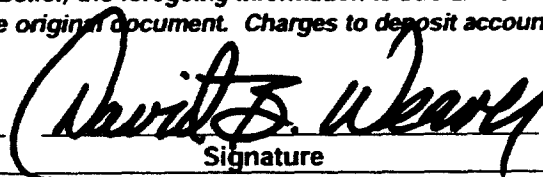
No

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. Charges to deposit account are authorized, as indicated herein.

David B. Weaver

Name of Person Signing



Signature

12/9/98

Date Signed

EXHIBIT A
INTELLECTUAL PROPERTY

I. Registered Trademarks:

Trademark	Registration Date	Expiration Date	Reg. No.	Serial No.	State/Country
Rusco	Application Pending	-	-	75-343914	U.S.
Fluid Fry	5/13/86	5/13/06	1,393,430	558,523	U.S.
Sugar Creme	12/12/88	11/20/05	6,851,223	-	Nebraska
Respondo	2/16/93	2/16/03	1,752,765	74,259,278	U.S.
Fi Bran Bread Mix	5/13/86	12/3/99	851,016,765	-	Colorado
Coffee Break Donuts	12/12/88	11/20/05	6,858,236	-	Nebraska

II. United States Patents:

Type	Description	Patent No.	Status
Fractionization Process	"Multi-Step Crystallization and Blending Process for Making Physiochemically Designed Fat Compositions from Tallow"	3,944,585	Expired
Fractionization Process	"Physiochemically Designed Fat Compositions from Tallow and Process"	4,072,766	Expired
Fractionization Process	"License for Physiochemically Designed Fat Composition from Tallow and Process for Making"	4,049,839	Expired
Fractionization Process	"Continuous Fractionization of Tallow and Production of Cocoa Butter-Like Plastic Fat"	4,127,597	Expired

PARTIAL RELEASE AND REASSIGNMENT

THIS PARTIAL RELEASE AND REASSIGNMENT is made this 17th day of March, 1998 by LASALLE NATIONAL BANK ("LaSalle").

WITNESSETH:

WHEREAS, LaSalle and Park, L.P. an Illinois limited partnership ("Borrower") are parties to a certain Second Amended and Restated Loan and Security Agreement dated as of December 18, 1996 as it may be amended from time to time (the "Loan Agreement") pursuant to which LaSalle made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Patent, Trademark and License Mortgage (the "Patent, Trademark and License Mortgage") dated as of December 18, 1996, pursuant to which Borrower granted a security interest in and to the Patents, Trademarks and Licenses, as each is defined below; and

WHEREAS, the Patent, Trademark and License Mortgage was recorded in the United States Patent and Trademark Office on April 10, 1997 at Patent Reel 1572, Frames 0508; and

WHEREAS, the Liabilities have been partially satisfied and, therefore, Borrower has requested that LaSalle release its security interest in certain of the Patents, Trademarks and Licenses and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. LaSalle hereby releases its security interest in Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) those certain patents, and patent applications, including, without limitation, the inventions and improvements described and claimed therein, listed on Exhibit A, if any, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Patents");

(b) those certain trademarks, trademark registrations, tradenames and trademark applications listed on Exhibit A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or


past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks"); and

(c) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

2. LaSalle hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by LaSalle, all of LaSalle's rights, title and interest, in and to the above Patents and Trademarks.

IN WITNESS WHEREOF, LaSalle has caused this Partial Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

LASALLE NATIONAL BANK

By: 

Its: First Vice President\Counsel

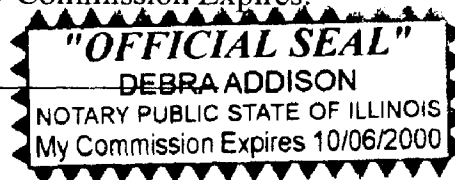
ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

On this 17th day of March, 1998 before me personally appeared Steven Fenton, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of LaSalle National Bank.



Notary Public
My Commission Expires:



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