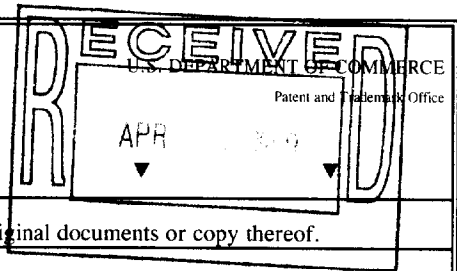


05-06-1999

COVER SHEET
ONLY



101031282

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

4.21.99 md

1. Name of conveying party(ies): HELLER FINANCIAL, INC.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Termination and Release of Trademark Security Agreement

Execution Date: March 15, 1999

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

Name: Bloch & Guggenheimer, Inc.
 Internal Address: _____
 Street Address: 426 Eagle Rock Avenue
 City: Roseland State: NJ ZIP: 07068

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
75/352,667

B. Trademark Registration No.(s) 206,763; 1,710,207; 1,960,323; 1,960,319; 667,855; 634,932; 1,963,345; 1,963,338; 2,048,777; 2,159,048; 349,655; 1,216,020; 1,647,533; 1,156,559

Additional numbers attached? Yes No

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

Name: Lori E. Lesser, Esq.
 Internal Address: Simpson Thacher & Bartlett

05/06/1999 DNGUYEN 00000001 206763
01 FC:481 40.00 OP
02 FC:482 350.00 OP
 Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$390
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

4-21-99
Date

Total number of pages comprising cover sheet: 4

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

WHEREAS BLOCH & GUGGENHEIMER, INC., a Delaware corporation with offices at 426 Eagle Rock Avenue, Roseland, New Jersey 07068, U.S.A. ("BLOCH") and HELLER FINANCIAL, INC., a Delaware corporation with offices at 500 W. Monroe, Chicago, Illinois 60661, U.S.A. ("HELLER") entered into a Trademark Security Agreement (the "Security Agreement") on December 27, 1996 pursuant to which BLOCH granted to HELLER a security interest (the "Security Interest") in certain Trademark Collateral (as defined in the Security Agreement), including, without limitation, the U.S. trademark registrations and/or applications shown in the attached **Schedule A** (collectively, the "Trademarks");

WHEREAS, BLOCH granted the Security Interest to HELLER in order to secure the complete and timely payment and performance by BLOCH of certain obligations (as defined in the Security Agreement and agreements referenced therein, the "Obligations");

AND WHEREAS, BLOCH has satisfied all of the Obligations in full and has fully performed its covenants and undertakings under the Security Agreement and Heller is therefore obligated to release the Security Interest;

NOW THEREFORE, in consideration of the foregoing and intending to legally bound, HELLER hereby releases and terminates the Security Interest and waives and relinquishes all its rights, powers, privileges and remedies with respect to BLOCH, its successors and assigns, under the Security Agreement, hereby sells, assigns, transfers and sets over to BLOCH and its successors and assigns any right, title or interest in or to the Trademark Collateral, including without limitation, all rights in and to the Trademarks and any Trademark Collateral BLOCH may have acquired, and hereby releases BLOCH, its successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement.

HELLER FINANCIAL, INC.

By: *Janet Hermin*
Name: *Janet Hermin*
Title: *AVP*

Dated:

STATE OF ILLINOIS

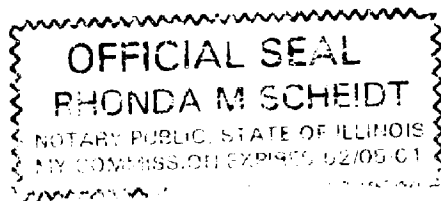
COUNTY OF COOK

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)
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ss.

On the 15~~th~~ day of MARCH, 1999 before me personally came _____
JACQUELINE HERMIE to me known, who did depose and say that he is _____
AVP of HELLER FINANCIAL, INC., the corporation described in
the foregoing instrument and is authorized to execute the foregoing instrument on
behalf of HELLER FINANCIAL, INC.

Rhonda M. Scheidt
Notary Public



Schedule A**U.S. Trademarks****Trademarks Owned by Bloch & Guggenheimer, Inc.**

Trademark	Reg./App. No.	Reg. Date	Country
Dwarf and Design	206,763	12/8/25	United States
New York Deli Style Pickles and Design	1,710,207	8/25/92	United States
Pepper Fiesta	1,960,323	3/5/96	United States
Salsa Fiesta	1,960,319	3/5/96	United States
Wellworth	667,855	9/30/58	United States
All-Crisp and Design	634,932	9/25/56	United States
B&G	1,963,345	3/19/96	United States
B&G	1,963,338	3/19/96	United States
B&G Sandwich Toppers	2,048,777	4/1/97	United States
B&B Sandwich Toppers	2,159,048	5/19/98	United States
B an'G and Design	349,655	8/31/37	United States
B an'G and Design (Pickle)	1,216,020	11/9/82	United States
B&G Bloch Guggenheimer and Design	1,647,533	6/11/91	United States
Ches-Del	1,156,559	6/2/81	United States
Peelin' Good	75-352,667	9/5/97 (filing date)	United States