

09-14-2000



101456291

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MED 8.24.00

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

09/13/2000 DMUYEN 00000262 1126731

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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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: 002135 FRAME: 0086

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 Federal Research Corp.

Address (line 1) 400 Seventh St NW

Address (line 2) Suite 101

Address (line 3) Washington DC 20004

Address (line 4)

Pages

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

6

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)

<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"/>

Registration Number(s)

<u>1,126,731</u>	<input type="text"/>	<input type="text"/>
<u>1,254,675</u>	<input type="text"/>	<input type="text"/>
<u>1,546,753</u>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90⁰⁰

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.

Sharon S. Patterson

Sharon S Patterson

8/18/00

Name of Person Signing

Signature

Date Signed

Release and Reassignment

This Release and Reassignment (this "Release"), dated as of ^{June} May 14, 2000, is made by Fleet Capital Corporation, a Rhode Island corporation with an office at One North Franklin Street, Suite 3600, Chicago, Illinois 60606 (the "Lender").

WHEREAS, Lender and Best Brands, L.L.C., a Delaware limited liability Company formerly known as Bakery Acquisition, L.L.C. ("Company") are parties to a certain Loan and Security Agreement by and among Company, Lender and Best Brands Holdings, Inc., a Delaware corporation dated June 6, 1997 (as amended, the "Loan Agreement"), and a certain Patent, Trademark, Copyright and License Mortgage dated as of June 6, 1997, (the "Security Agreement"), pursuant to which the Company incurred certain liabilities to Lender and granted a security interest in and first priority lien on certain trademarks and services marks as described in Schedule A attached hereto (collectively, the "Marks"), among other things, as security for the Company's obligations and liabilities (the "Obligations") to Lender under the Loan Agreement;

WHEREAS, evidence of the security interest granted to Lender under the Security Agreement was recorded in the U.S. Patent and Trademark Office;

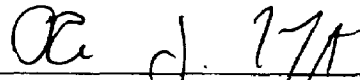
WHEREAS, the Company has satisfied the Obligations and has requested that Lender release its security interest in the Marks and reassign all of its interests therein to the Company or its assignee;

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

1. Lender hereby releases its security interest in and first priority lien on the Marks.
2. Lender hereby reassigns, grants and conveys to the Company, all of Lender's right, title and interest in and to:
 - (a) The Marks and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past, present or future infringement thereof, (iii) the right to sue for past, present and future infringement thereof, and (iv) all rights corresponding thereto throughout the world; and
 - (b) The goodwill of the business associated with and symbolized by the Marks.
3. Lender agrees to execute and deliver at the reasonable request and expense of the Company, all papers, instruments, termination statements and releases, and to perform any other reasonable acts the Company may require in order to vest all Lender's right, title, and interest in and to the said Marks in the Company and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Company, to the extent such evidence is in the possession or control of lender.

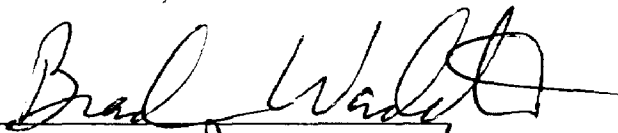
4. This Release may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

FLEET CAPITAL CORPORATION

By: 
Its: Senior Vice Pres. It

Accepted and agreed to
as of the date first written above

BEST BRANDS, L.L.C.

By: 
Its: Vice President

STATE OF OHIO)
) SS.

COUNTY OF CUYAHOGA

I, VALERIA RATONI-NAGY, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BRAD WADSTEN, the VICE PRESIDENT of Best Brands, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13TH day of ~~May~~ ^{JUNE}, 2000.

Valeria Raton-Nagy
NOTARY PUBLIC

(SEAL) Valeria Raton-Nagy Notary Public
My Commission Expires September 29, 2002

SCHEDULE A

Jurisdiction: United States

Mark	Registration No.	Registration Date
BB and design	1,126,731	November 13, 1979
Golden Sunflower	1,254,675	October 18, 1983
Horizon Equipment and design	1,546,753	July 4, 1989

Jurisdiction: Canada

Mark	Registration No.	Registration Date
BB and design	251,267	October 10, 1980
Horizon Equipment and design	379,086	February 1, 1991