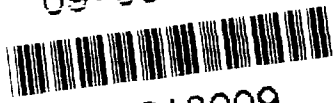


09-06-2002



102213009

Form **PTO-1594** R
(03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Bank of America National Trust & Savings Assoc

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

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

2. Name and address of receiving party(ies)
Name: Otis Spunkmeyer, Inc.
Internal
Address: _____
Street Address: 14490 Catalina Street
City: San Leandro State: CA Zip: 94577-5516

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: August 12, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,419,375
(See Schedule A)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jason Mark Anderman
Internal Address: Goodwin Procter

Street Address: 7 Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-0923

DO NOT USE THIS SPACE

9. Signature.
LIUELLER 00000177 060923 2419375

40.00 CH
100.00 CH

August 26, 2002

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/05/2002
01 FC:481
02 FC:482

TRADEMARK
REEL: 2576 FRAME: 0399

SCHEDULE A

TRADEMARK	REGISTRATION NO.
OTIS SPUNKMEYER	1,758,914
OTIS SPUNKMEYER	1,752,914
SPUNKIES	1,828,974
OTIS SPUNKMEYER	1,353,152



RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF INTELLECTUAL PROPERTY COLLATERAL (“Release”), dated as of August 12, 2002, is made by Bank of America National Trust & Savings Association (the “Secured Party”) under that certain Security Agreement (the “Security Agreement”) dated as of September 5, 1996, by and between the Secured Party and Otis Spunkmeyer, Inc. (the “Debtor”). Capitalized terms used herein shall have the same meanings as defined in the Security Agreement, unless otherwise specified herein.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, as recorded in the records of the United States Patent & Trademark Office on October 4, 1996 at Reel 1516, Frame 0626, the Debtor granted to the Secured Party a continuing security interest in certain rights and assets of the Debtor as collateral, including but not limited to the trademarks set forth on Schedule A hereto (the “Trademarks”);

WHEREAS, the Debtor has paid all of its outstanding indebtedness to the Secured Party; and

WHEREAS, the Secured Party now wishes to release and assign back to the Debtor its security interest in the Trademarks and any goodwill of the business appurtenant to the Trademarks, and to have such release appear and be reflected on the records of the United States Patent & Trademark Office and any other governmental records where such Security Agreement has been recorded or reflected;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party

does hereby release, demise, discharge and assign back to the Debtor its security interest in, to and under the Trademarks and any goodwill of the business appurtenant to the Trademarks granted to the Secured Party pursuant to the Security Agreement. Any right, title and interest of the Secured Party in, to or under the Trademarks and any goodwill of the business appurtenant to the Trademarks shall hereby cease and become void.

Upon the reasonable request of the Debtor, the Secured Party shall execute any further documents as may be reasonably necessary to fully effectuate the release of its security interest in the Trademarks set forth herein. The Debtor may at its own expense record this Release with the United States Patent & Trademark Office and with any other governmental agency or agencies as Debtor may deem necessary or appropriate to effectuate the release granted herein.

The Secured Party represents and warrants that it: (i) has full right, authority and power to enter into this Release and to carry out the release and assignment contemplated hereby; (ii) has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) has not recorded or otherwise evidenced its security interest in any jurisdiction with respect to any Trademark other than the Trademarks set forth on Schedule A by recording such interest with the United States Patent & Trademark Office pursuant to the Security Agreement.

The Release may be executed by the parties hereto in several counterparts, each of which shall be deemed an original and all of which shall constitute together but one and the same agreement.

This Release shall be deemed to be a contract made under and governed by the internal laws of the State of New York without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties have executed this Release as of the date first set

forth above.

OTIS SPUNKMEYER, INC.

By: John S. Schiavo
Name: John S. Schiavo
Title: President + CEO

BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION

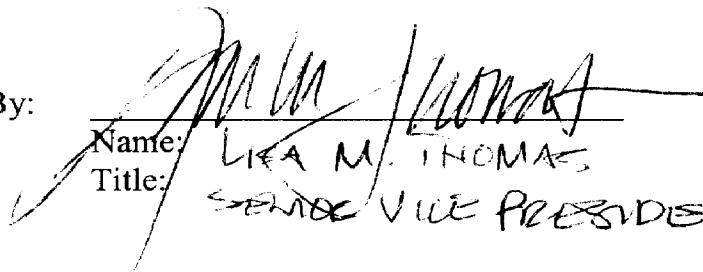
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Release as of the date first set forth above.

OTIS SPUNKMEYER, INC.

By: _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION

By: 
Name: LIZA M. THOMAS
Title: SENIOR VICE PRESIDENT

SCHEDULE A

TRADEMARK	APPLICATION. NO./DATE REGISTRATION. NO./DATE
GOT COOKIES?	2,419,375 January 9, 2001
OTIS SPUNKMEYER	1,758,569 March 16, 1993
OTIS SPUNKMEYER	1,752,914 February 16, 1993
SPUNKIES	1,828,974 March 29, 1994
OTIS SPUNKMEYER	1,353,152 August 6, 1985

LIBNY/1123780.2

RECORDED: 08/29/2002

**TRADEMARK
REEL: 2576 FRAME: 0405**