

09-19-2002

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



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

102226657

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

1. Name of conveying party(ies):

Credit Agricole Indosuez

09-13-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Release of Intellectual Property
- Merger
- Change of Name

Execution Date: September 11, 2002

2. Name and address of receiving party(ies)

Name: RSM Foods, LLC

Internal

Address:

Street Address: 600 Overlake Place

City: Newark State: CA Zip: 94560

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Delaware 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,112,373

2,072,363; 2,067,485

Additional number(s) attached  Yes  No

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

Name: Eileen Sullivan

Internal Address: Bingham McCuthchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500927

DO NOT USE THIS SPACE

9. Signature.

Eileen Sullivan

Name of Person Signing

*Eileen Sullivan*

Signature

September 13, 2002

Date

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

5

09/18/2002 TDIAZ1 00000130 2112373

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

01 FC:481  
02 FC:482

40.00 OP  
50.00 OP

TRADEMARK  
REEL: 002584 FRAME: 0784

PARTIAL RELEASE OF INTELLECTUAL PROPERTY

Partial Release of Intellectual Property (the "**Release**"), dated as of September 11, 2002, made by Credit Agricole Indosuez, as collateral agent ("**Collateral Agent**"), in favor of RSM Foods, LLC, as pledgor ("**Pledgor**").

R E C I T A L S :

A. Pledgor and Collateral Agent entered in to a certain security agreement, dated as of August 28, 1998, recorded on September 1, 1998 in the Trademarks Division of the United States Patent and a Trademark Office at Reel 1817, Frame 0187, (as amended, amended and restated, supplemented or otherwise modified from time to time, (the "**Security Agreement**"), pursuant to which Pledgor granted to Collateral Agent a lien on and security interest in certain intellectual property licensed by Pledgor.

B. In accordance with the terms of the Security Agreement, Pledgor has requested and Collateral Agent has agreed to release its lien on certain intellectual property pledged pursuant to the Security Agreement.

A G R E E M E N T :

In consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Collateral Agent hereby unconditionally releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it in the Released Intellectual Property Collateral (as defined below) for the benefit of the Secured Parties (as defined in the Security Agreement) by Pledgor pursuant to the Security Agreement. The "**Released Intellectual Property Collateral**" means the trademarks including, without limitation, the registrations and applications listed in Schedule A hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof. All liens, security interests, charges or other encumbrances in favor of Collateral Agent for the benefit of the Secured Parties in the Released Intellectual Property Collateral hereby terminate and revert to Pledgor and all right, title and interest of Collateral Agent in the Released Intellectual Property Collateral hereby ceases, terminates and becomes void.

Collateral Agent hereby agrees to execute and deliver or cause to be executed and delivered such additional instruments as Pledgor may reasonably request for the purpose of effecting in full the release and termination of rights presented hereby.

All liens, security interests, charges or other encumbrances in favor of Collateral Agent in any intellectual property (other than the Restated Intellectual Property Collateral) shall remain in full force and effect.

This instrument shall fully and finally release all liens, security interests, charges or other encumbrances affecting the Released Intellectual Property Collateral.

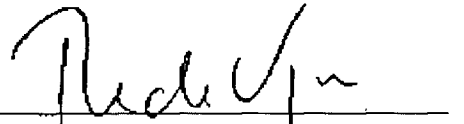
The Collateral Agent represents and warrants to Pledgor that the Collateral Agent has full power to execute this release, and that this Release is a legal, valid and binding release and termination of rights by Collateral Agent enforceable in accordance with its terms.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Release has been executed as of the date first written above.

Credit Agricole Indosuez, as Collateral Agent

By:   
Name: P. MICHAEL MALCOLMSON  
Title: GENERAL MANAGER - CAI U.S.

By:   
Name: THIERRY DE VERHAES  
Title: MANAGING DIRECTOR

<u>Trademark</u>	<u>Registration Number</u>
Rykoff Sexton Nature's Beginnings	2,112,373
Nature's Beginnings Rykoff Sexton	2,072,363
Rykoff Sexton Carolina Gold	2,067,485