

04-09-2003



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Docket No.:

21992.604

Tab settings

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):

Wells Fargo Business Credit, Inc.
245 South Robles Avenue, Suite 600
Pasadena, CA 91101

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other

Additional names(s) of conveying party(ies) Yes No

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

Name: Fantastic Foods, Inc. APR 2 2003

Internal Address: _____

Street Address: 580 Gateway Drive

City: Napa State: CA ZIP: 94558

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

Execution Date: March 27, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit
A attached

Additional numbers Yes No

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

Name: Charlotte Carberry, Paralegal

Internal Address: _____

Street Address: Manatt, Phelps & Phillips, LLP

1001 Page Mill Road, Building 2

City: Palo Alto State: CA ZIP: 94304

6. Total number of applications and registrations involved:.....

26

7. Total fee (37 CFR 3.41):.....\$ \$665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1847

04/09/2003 TDIAZ1 00000086 501847 2532890

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 625.00 CH

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.

Francis X. Ferrer, Esq.
Name of Person Signing

Signature

April 2, 2003
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

Exhibit "A"

**To Recordation Cover Sheet for Termination of Security Interest
Dated March 27, 2002, in Favor of Wells Fargo Business Credit, Inc.
against Trademarks in the Name of Fantastic Foods, Inc.**

Page 1 of 2

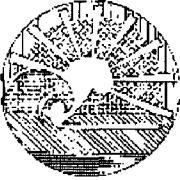
U.S. Trademarks	Serial No./ Reg. No.	Application/ Registration Date	Class
FANTASTIFOOD FABLES	2,532,890	01/22/2002	42
BIG SOUP	2,502,884	10/30/2001	30
DIET FOR THE NEW MILLENIUM	75-552,086	09/10/1998	29
GIVE BEEF A REST!	2,240,875	04/20/1999	29
EAT BETTER, LIVE BETTER	2,425,552	01/30/2001	29
FANTASTIC FOODS ALWAYS NATURAL(WITH DESIGN)	2,134,383	02/03/1998	29
READY SET PASTA	2,229,911	03/09/1999	30
EAT WELL NOW	2,181,818	08/18/1998	29
HEALTHY COMPLEMENTS	2,173,551	07/14/1998	30
NATURE'S BURGER	1,928,000	10/17/1995	30
CHICKEN FREE	1,986,377	07/09/1996	29
NATURE'S SAUSAGE (WITH DESIGN)	2,003,488	09/24/1996	29
FANTASTIC FOODS (WITH DESIGN)	2,070,953	06/17/1997	29
CHA-CHA CHILI	2,396,643	10/24/2000	29
JUMPIN' BLACK BEANS	1,874,035	01/17/1995	29
FANTASTIC FOODS	1,656,369	09/10/1991	29
TOFU CLASSICS	1,496,037	07/12/1988	30
FANTASTIC NOODLES	1,499,103	08/02/1988	30

Exhibit "A"

(continued)

**To Recordation Cover Sheet for Termination of Security Interest
Dated March 27, 2002, in Favor of Wells Fargo Business Credit, Inc.
against Trademarks in the Name of Fantastic Foods, Inc.**

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U.S. Trademarks	Serial No./ Reg. No.	Application/ Registration Date	Class
NATURE'S BURGER (WITH DESIGN)	1,463,795	11/03/1987	30
DESIGN ONLY 	1,479,790	03/08/1988	29
FIBER CRISP (WITH DESIGN)	1,308,224	12/04/1984	30
FANTASTIC FALAFIL MIX	1,294,730	09/11/1984	30
QUICK PILAF	1,283,876	06/26/1984	30
TEMPURA BATTER MIX (WITH DESIGN)	1,283,875	06/26/1984	30
VEGETARIAN CHILI MIX (WITH DESIGN)	1,283,868	06/26/1984	29
FANTASTIC FOODS INC. (WITH DESIGN)	1,286,207	07/17/1984	30

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TERMINATION OF INTEREST IN PATENTS AND TRADEMARKS

This **TERMINATION OF INTEREST IN PATENTS AND TRADEMARKS** (this "Termination") is executed as of March 27, 2003, by **WELLS FARGO BUSINESS CREDIT, INC.**, a Minnesota corporation whose address and principal place of business is 245 South Los Robles Avenue, Suite 600, Pasadena, California 91101 ("Secured Party") with reference to that certain Patent and Trademark Security Agreement dated October 5, 2000 (the "Agreement") by and between **Fantastic Foods, Inc.**, a California corporation whose address and principal place of business is 580 Gateway drive, Napa, CA 94558 ("Debtor") and Secured Party. Initially capitalized terms not defined in this termination shall have the meanings set forth in the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby releases the security interests granted by Debtor to the Secured Party with respect to all Trademarks described in the Agreement. A true and correct copy of the Agreement is attached hereto as Exhibit A.

To the extent that Secured Party shall be deemed to have any right, title or interest in the Trademarks, Secured Party hereby retransfers and reassigns all of such right, title and interest to the Debtor of all of such right, title and interest, without representation or warranty of any kind whatsoever.

This Termination shall be governed by the laws of the State of California.

In witness whereof, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the date first above written.

WELLS FARGO BUSINESS CREDIT, INC.

By: _____

Title: _____