

Form PTO-1594 (rev 3/1)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U. S. Department of Commerce Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

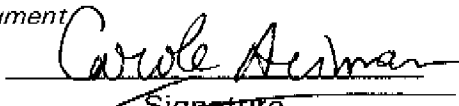
<p>1. Name of conveying party(ies):</p> <p>Wells Fargo Foothill, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - California <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Pretzelmaker, Inc. 2855 E. Cottonwood Parkway, Suite 400 Salt Lake City, UT 84121</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Utah <input type="checkbox"/> Other -</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Release of Security Interest in Trademarks</p> <p>Execution Date: March 17, 2004</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).</p> <p>See Attached</p>
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Carole Aciman, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p>	<p>6. Total number of applications/registrations involved: <u>9</u></p> <p>7. Total fee (37 CFR 3.41) \$240</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 013430/17)</p> <p>8. Deposit Account No. <u>19-2385</u></p>
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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.

<u>Carole Aciman</u> Name	 Signature	<u>March 19, 2004</u> Date
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Total number of pages including cover sheet, attachments, and document: **6**

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Page 2

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	2104999
	2097200
	2105000
	2103010
	2104998
	2259600
	1818250
	2113739
	2017894

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks ("**Release**") is dated as of March **17**, 2004. Reference is hereby made to the Trademark Security Agreement dated as of January 16, 2003 ("**Trademark Security Agreement**") by and between **PRETZELMAKER, INC.**, a Utah corporation ("**Assignor**") and **WELLS FARGO FOOTHILL, INC.**, a California corporation (f/k/a Foothill Capital Corporation) ("**Foothill**"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement.


Foothill hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the Collateral, including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Foothill hereby releases and forever discharges all of its right, title and interest, of any kind or nature, in the Collateral.

Foothill hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to Assignor's prior payment in full to Foothill of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Foothill shall not be required to take any action which exposes Foothill to personal liability or which is contrary to applicable law.

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IN WITNESS WHEREOF, Foothill has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officer as of the date first above written.

WELLS FARGO Foothill, INC.,
a California corporation

By: 
Title: VICE PRESIDENT

[Signature page to Release of Trademark Security Interest]

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST OF TRADEMARKS**

TRADEMARKS

Registrations

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Pretzelmaker World's Best Soft Pretzel	Argentina	1.616.560	20-Sep-1996
2.	Pretzelmaker and Design	Australia	700147	03-Jan-1996
3.	Pretzelmaker World's Best Soft Pretzel	Brazil	819132659	22-Dec-1998
4.	Pretzelmaker Toujours Pret. Toujours Pretzel and Design	Canada	TMA489,221	03-Feb-1998
5.	Pretzelmaker and Design	Canada	TMA446,184	21-Nov-1996
6.	Pretzelmaker World's Best Soft Pretzel	Community Trade	829622	31-May-1996
7.	Pretzelmaker World's Best Soft Pretzel	Guam	SR-0915	23-Nov-1995
8.	Pretzelmaker World's Best Soft Pretzel	Hong Kong	04114 of 1997	23-Nov-1995
9.	Pretzelmaker World's Best Soft Pretzel	Japan	4095893	19-Dec-1997
10.	Pretzelmaker World's Best Soft Pretzel	Japan	4085027	21-Nov-1997
11.	Pretzelmaker World's Best Soft Pretzel	Mexico	520014	06-Feb-1996
12.	Pretzelmaker World's Best Soft Pretzel	Saudia Arabia	480/97	24-Oct-1995
13.	Almond Harvest	United States	2,104,999	14-Oct-1997
14.	Blueberry Thrill	United States	2,097,200	16-Sep-1997
15.	Cinnfully Delicious	United States	2,105,000	14-Oct-1997
16.	Howlin' Jalapeno	United States	2,103,010	07-Oct-1997
17.	Knot Pizza	United States	2,104,998	14-Oct-1997
18.	Pretzelmaker Kids	United States	2,259,600	06-Jul-1999
19.	Pretzelmaker World's Best Soft Pretzel	United States	1,818,250	25-Jan-1994
20.	Raspberry Splash	United States	2,113,739	18-Nov-1997
21.	Tied To Be Fit	United States	2,017,894	19-Nov-1996

[Applications Next Page]

Schedule A - 1

Applications

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
1.	Pretzelmaker and Design	Egypt	134782	22-Jul-2000
2.	Pretzelmaker World's Best Soft Pretzel	Singapore	T96/01/790G	17-Feb-1996
3.	Pretzelmaker and Device	South Africa	98/6701	22-Apr-1998
4.	Pretzelmaker World's Best Soft Pretzel	South Korea	97-4105	27-Mar-1997
5.	Pretzelmaker World's Best Soft Pretzel	Philippines	120186	29-Apr-1997

Schedule A - 2