

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		10/22/2004	Limited Liability Company:

RECEIVING PARTY DATA	
Name:	Ardmore Farms, Inc.
Street Address:	681 West Waterloo Road
City:	Akron
State/Country:	OHIO
Postal Code:	44314
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2309265	ARDMORE FARMS
Registration Number:	2170438	SKIGO
Registration Number:	1816080	
Registration Number:	1285490	ARDMORE FARMS

CORRESPONDENCE DATA	
Fax Number:	(330)864-7986
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	330-864-5550
Email:	trademarks@hahnlaw.com
Correspondent Name:	Amanda H. Wilcox
Address Line 1:	One GOJO Plaza
Address Line 2:	Suite 300
Address Line 4:	Akron, OHIO 44311-1076

ATTORNEY DOCKET NUMBER:	016937.00059
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NAME OF SUBMITTER:	Amanda H. Wilcox
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Total Attachments: 4  
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**TERMINATION AND RELEASE  
OF TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of October 22, 2004, by MADISON CAPITAL FUNDING LLC, as Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement dated as of June 28, 2002 ("Trademark Agreement"), by ARDMORE FARMS, INC., a Pennsylvania corporation (being referred to herein as the "Assignor") in favor of the Agent, the Assignor granted to the Agent, for the benefit of certain lenders (the "Lenders"), a security interest in all of its Trademark Collateral, as defined in the Trademark Agreement, and associated goodwill, including, without limitation, the trademarks with United States Patent and Trademark Office listed on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 002579/Frame 0442-0449;

WHEREAS, as of the date hereof, Country Pure Foods, Inc., Natural Country Farms, Inc., Ohio Pure Foods, Inc., and the Assignor (along with Country Pure Foods West, Inc., the "Obligors") have entered into a series of note agreements with, and certain of the Obligors have issued promissory notes to, The Prudential Insurance Company of America and certain of its affiliates (collectively "Prudential") and have entered into an equity purchase agreement with DN Partners, L.P., James A. Long, Atlantic Equity Partners, L.P. and Atlantic Equity Partners International II, L.P. (all of which shall be collectively referred to herein as the "Refinancing")

WHEREAS, in connection with the Refinancing, the Obligors have repaid and satisfied all of their obligations under that certain Amended and Restated Credit and Guaranty Agreement dated as of August 14, 1998 (as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") among the Obligors, the Agent and the Lenders, to the satisfaction of the Agent and the Lenders (the "Satisfaction"); and

WHEREAS, in connection with the Refinancing, and as a result of the Satisfaction, the Agent, with authorization to act on behalf of itself and the Lenders, has agreed to terminate and release its security interest and all of its right, title and interest in the Trademarks, and to terminate the Trademark Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Assignor hereby agrees as follows:

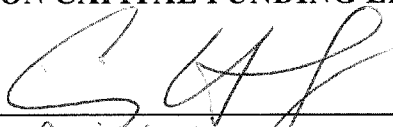
- 1. Release and Conveyance.** Without representation or warranty of any kind whatsoever, the Agent hereby terminates and releases its security interest in, and on a quit claim basis conveys, sells, assigns, transfers and sets over to the Assignor all of its rights, title and interest, if any, in each of the Trademarks, effective as of the date set forth above.

2. **Release of the Assignor.** The Assignor is hereby released from all of its obligations under the Trademark Agreement, and the Trademark Agreement is hereby terminated effective as of the date set forth above.
3. **No Other Terms and Conditions of Trademark Agreement.** All terms and conditions of the Trademark Agreement and all terms and conditions of the Credit Agreement that specifically relate to the Trademark Agreement are hereby deemed satisfied and shall have no further force or effect.

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IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

**MADISON CAPITAL FUNDING LLC** , as Agent

By:   
Name: *Christy*  
Title: *Manager*

SCHEDULE 1

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
ARDMORE FARMS	Ardmore Farms, Inc.	1/4/99	75-615284	2309265	1/18/00
SKIGO	Ardmore Farms, Inc.	2/28/97	75-250770	2170438	6/30/98
NONE	Ardmore Farms, Inc.	4/29/93	74-383950	1816080	1/11/94
ARDMORE FARMS	Ardmore Farms, Inc.	4/29/83	73-423687	1285490	7/10/84