

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.	FORMERLY as successor to NationsBank, N.A. as successor to NationsBank of Tennessee, N.A.	12/16/2003	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shiloh Foods, Inc.		
<b>Street Address:</b>	575 Industrial Drive		
<b>City:</b>	Savannah		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38372		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2432966	SAVANNAH CLASSICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(504)589-8285		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5045828285		
<b>Email:</b>	efredrickson@joneswalker.com		
<b>Correspondent Name:</b>	elizabeth fredrickson		
<b>Address Line 1:</b>	201 st charles		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70170		
<b>NAME OF SUBMITTER:</b>	Elizabeth Fredrickson		
<b>Signature:</b>	/Elizabeth Fredrickson/		
<b>Date:</b>	03/07/2005		

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Total Attachments: 3  
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## TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Termination") is made and entered into effective as of the 16<sup>th</sup> day of December, 2003 (the "Effective Date"), by and between the **BANK OF AMERICA, N.A.**, as successor to NationsBank, N.A., as successor to NationsBank of Tennessee, N.A., a national banking association (the "Bank") and **SHILOH FOODS, INC.**, a Tennessee corporation (the "Company").

### RECITALS:

A. The Bank entered into those certain loan agreements (the "Loan Agreements") pursuant to which the Bank extended credit to the Company;

B. In connection with the Loan Agreements, the Company and the Bank entered into that certain Trademark Security Agreement, dated March 31, 2001 (the "Trademark Security Agreement") pursuant to which the Company granted to the Bank a continuing security interest in and to "all of the Company's right, title and interest, in the United States and throughout the world, in and to all of its now owned and hereafter acquired trademarks, service marks, trade dress and trade names, and all registrations and applications to register the same, and all renewals thereof, and the goodwill and business relating to such applications" including, without limitation, the registration for the "SAVANNAH CLASSICS" mark further described in Exhibit "A", attached hereto and made a part hereof (collectively, the "Trademark Collateral");

C. The Bank recorded the Trademark Security Agreement in the records of the U.S. Patent and Trademark Office on April 5, 2001, at Reel/Frame No. 2333/0095;

D. Pursuant to the authorization granted in the order of the United States Bankruptcy Court for the Western District of Tennessee entered in Case No. 03-36134-K on December 5, 2003 (the "Bankruptcy Order"), the Company sold all of its assets to Shiloh Family Foods, Inc., a Tennessee corporation, on December 16, 2003, free and clear of any liens, claims, interests, encumbrances or liabilities, including, without limitation, the security interests of the Bank in the Trademark Collateral; and

E. The Bank has agreed to execute this Termination to further evidence its termination and release of any security interest in and to the Trademark Collateral effective as of the Effective Date in a form suitable for recording in the U.S. Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Company agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings provided in the Trademark Security Agreement.

2. Termination and Release. The Bank hereby acknowledges and agrees that its continuing security interest in the Trademark Collateral was released in accordance with the  
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requirements of the Bankruptcy Order and the Bank hereby executes this Termination to evidence and confirm the termination and release, effective as of the Effective Date, of its continuing security interest in and to all of the following property and interests in property of the Company, whether now owned or existing, hereafter acquired or arising, or in which the Company now or hereafter has any rights, including without limitation any such property used in or useful to the business or its operation, and wheresoever located: (a) the Trademark Collateral; and (b) all of the Company's right, title and interest in and to all (i) income, royalties, damages and payments now and hereafter due and/or payable under all Trademark Collateral, and (ii) rights to sue, collect and retain for its own benefit damages and payments for past or future infringements of the Trademark Collateral.

3. Choice of Law. This Termination shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to conflicts of laws principles.

4. Counterparts. This Termination may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Bank and the Company have caused this Termination to be duly executed effective as of the Effective Date.

**BANK:**

**BANK OF AMERICA, N.A.**

By: Roger O. Gore  
Name: Roger O. Gore  
Title: SVP

**COMPANY:**

**SHILOH FOODS, INC.**

By: T. J. Higgins  
Name: T. J. Higgins  
Title: President

**EXHIBIT "A"**

Mark: SAVANNAH CLASSICS (Words and Design)  
Registration No.: 2,432,966  
Registration Date: March 6, 2001  
Filing Date: July 12, 1999  
Status: Live