TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		09/14/2005	National Association:

RECEIVING PARTY DATA

Name:	RAGUS HOLDINGS, INC.	
Street Address:	8016 Highway 90A	
City:	Sugar Land	
State/Country:	TEXAS	
Postal Code:	77478	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1617801	SPRECKELS SINCE 1898
Registration Number:	1618952	SPRECKELS SINCE 1898

CORRESPONDENCE DATA

Fax Number: (713)229-7957

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713.229.1957

Email: celina.shariff@bakerbotts.com

Correspondent Name: Celina Shariff
Address Line 1: 910 Louisiana
Address Line 2: One Shell Plaza

Address Line 4: Houston, TEXAS 77002-4995

NAME OF SUBMITTER:	Celina Shariff
Signature:	/Celina Shariff/
Date:	09/23/2005

TRADEMARK REEL: 003164 FRAME: 0554 Total Attachments: 3 source=Ragus tm release bank of america#page1.tif source=Ragus tm release bank of america#page2.tif source=Ragus tm release bank of america#page3.tif

TRADEMARK REEL: 003164 FRAME: 0555

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is entered into by Bank of America, N.A., acting in its capacity as administrative agent ("Agent"), for the benefit of Ragus Holdings, Inc., a Delaware corporation ("Ragus").

WHEREAS, Agent (in its capacity as administrative agent under the Credit Agreement (as defined in the Security Agreement) for the benefit of the Lenders (also as defined in the Security Agreement)) and Ragus (among other grantors in the case of the Borrower Security Agreement) entered into a Security Agreement dated December 31, 2002 (the "Borrower Security Agreement") and a Trademark Security Agreement dated December 31, 2002 and recorded in the United States Patent & Trademark Office on January 27, 2003 at reel/frame 002659/0492 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Borrower Security Agreement and/or the Trademark Security Agreement, Ragus granted to Agent ("Secured Party"), for the benefit of Agent and Lenders, a lien and security interest in and to, among other property and assets, (a) the marks and registrations identified on Exhibit A attached hereto, (b) all goodwill symbolized by such marks or registrations identified on Exhibit A, and (c) all rights to sue for past, present and future infringement of any of such marks or registrations identified on Exhibit A (such items referred to in clauses (a), (b) and (c) preceding are hereinafter collectively called the "Marks"); and

WHEREAS, Ragus wishes to secure the release of, and Agent, in its capacity as administrative agent, wishes to release, Agent's lien and security interest in and to the Marks granted pursuant to the Borrower Security Agreement and/or the Trademark Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, it its capacity as administrative agent under the Credit Agreement, hereby agrees as follows:

Agent hereby forever releases and relinquishes any and all liens and security interests created for and obtained by Secured Party under the Borrower Security Agreement and/or the Trademark Security Agreement in and to the Marks; provided, however, that such release of liens and security interests shall relate only to the Marks and shall not relate to any other property or asset in which Agent has been granted a lien or security interest pursuant to the Borrower Security Agreement and/or the Trademark Security Agreement, it being expressly acknowledged and agreed that such liens or security interests attaching to such other property or assets (i.e., other than the Marks) are not and shall not be so released.

HOU01:913495.2 DALLAS2 1126176v3 20992-00068 IN WITNESS WHEREOF, this Release is executed and made effective on this 1474 day of September, 2005.

BANK OF AMERICA, N.A., in its capacity as administrative agent under the Credit Agreement

By: Name: Title:

Stephen J. King Vice President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On September 14, 2005 before me, Mala M , personally appeared Stephen J. King, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[Notary Seal]

OMELIA M. CHAN Commission # 1545158

Notary Public - California Los Angeles County My Comm. Expires Jan 16, 2009

EXHIBIT A MARKS

SPRECKELS

SPRECKELS SINCE 1898





Any and all design and/or logo variations of the foregoing.

Mark	U.S. Registration No.
SPRECKELS SINCE 1898 and Design	1,617,801
SPRECKELS SINCE 1898 and Design	1,618,952

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RECORDED: 09/23/2005

TRADEMARK
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