

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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.		09/14/2005	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RAGUS HOLDINGS, INC.		
<b>Street Address:</b>	8016 Highway 90A		
<b>City:</b>	Sugar Land		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77478		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1617801	SPRECKELS SINCE 1898	
<b>Registration Number:</b>	1618952	SPRECKELS SINCE 1898	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)229-7957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713.229.1957		
<b>Email:</b>	celina.shariff@bakerbotts.com		
<b>Correspondent Name:</b>	Celina Shariff		
<b>Address Line 1:</b>	910 Louisiana		
<b>Address Line 2:</b>	One Shell Plaza		
<b>Address Line 4:</b>	Houston, TEXAS 77002-4995		
<b>NAME OF SUBMITTER:</b>	Celina Shariff		
<b>Signature:</b>	/Celina Shariff/		
<b>Date:</b>	09/23/2005		

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Total Attachments: 3

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## 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, in 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.



**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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