

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LaSalle Bank National Association		09/05/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	Lincoln Snacks Company
Street Address:	One ConAgra Drive
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	72107089	FIDDLE FADDLE
Serial Number:	76102408	FIDDLE FADDLE
Serial Number:	78038010	GRAB A HANDFUL OF FUN!
Serial Number:	72306988	IROQUOIS
Serial Number:	78166344	IT'S THE NUTTIEST]
Serial Number:	78166308	JUST THE NUTS!
Serial Number:	78198668	LINCOLN SNACKS
Serial Number:	72049466	POPPYCOCK
Serial Number:	72155672	POPPYCOCK
Serial Number:	72336950	SCREAMING YELLOW ZONKERS!

CORRESPONDENCE DATA

Fax Number: (402)952-6870
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4023413070

OP \$265.00 72107089

Email: trademark@mcgrathnorth.com
Correspondent Name: Tracy L. Deutmeyer
Address Line 1: 1601 Dodge Street
Address Line 2: Suite 3700, First National Tower
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Tracy L. Deutmeyer
Signature:	/Tracy L. Deutmeyer/
Date:	09/25/2007

Total Attachments: 6

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September 5, 2007

Lincoln Snacks Company
5020 South 19th Street
Lincoln, Nebraska 68512
Attention: President

Re: Credit Agreement dated as of February 27, 2004 (as amended, supplemented or otherwise modified to date, the "Loan Agreement"), by and among Lincoln Snacks Company ("Borrower"), LaSalle Bank National Association, as administrative agent for the Lenders party thereto ("Agent") and the Lenders party thereto

Ladies and Gentlemen:

Reference is hereby made to the Loan Agreement described above. Capitalized terms used but not defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Agent and Lenders that Borrower will, on or prior to 2:00 p.m. (eastern time) on September 5, 2007 (such date and time, the "Payoff Deadline") repay the outstanding Obligations due to Agent and Lenders with the proceeds of the sale of Borrower's capital stock. If the repayment of the Obligations is not received prior to the Payoff Deadline the repayment by the Borrower must include sufficient interest per diem as stated in Schedule 1 hereto to the date of that actual payoff (such actual date of payoff shall be referred to herein as the "Payoff Date").

Borrower hereby acknowledges and agrees that if the Payoff Amount and the per diem, if applicable, is not received by Agent and Lenders by 2:00 p.m. (eastern time) on September 6, 2007, the Payoff Amount and stated per diem set forth in this letter agreement shall have no force or effect, neither Agent nor Lenders shall be bound thereby and Borrower shall not be entitled to rely hereon.

Upon Agent's receipt of the Payoff Amount and, if applicable, the per diem, by wire transfer of immediately available funds prior to 2:00 p.m. (eastern time) on September 6, 2007 and receipt by Agent of a copy of this letter agreement executed by Borrower: (i) all amounts (other than Continuing Obligations and Indemnity Obligations (defined below) and any obligation for payment of fees and any reimbursement obligations not to exceed the Cash Collateral ("L/C Obligations")

Documents shall have been paid in full, (ii) the Loan Documents shall be terminated, except for provisions relating to the L/C Obligations and to the extent provisions therein expressly survive termination by their terms; (iii) all security interests and liens granted to Agent or Lenders in all property or Collateral of Borrower and Holdings pursuant to the Loan Documents, other than Agent's lien on the

Cash Collateral held by Agent for the outstanding L/C Obligations shall be released and terminated automatically without any further action by any person; and (iv) Agent and Lenders authorize Borrower to prepare and file any and all releases and terminations necessary to terminate any and all UCC financing statements, mortgage releases and other releases, terminations and satisfactions of liens and security interests filed against Borrower, Holdings, or the property or Collateral of Borrower or Holdings (other than the Cash Collateral) by or on behalf of Agent or Lenders, and Agent agrees to promptly execute all reasonable and customary lien releases to give effect thereto upon Borrower's written request, other than Agent's lien on the Cash Collateral.

Borrower represents and warrants that it is represented by legal counsel of its choice, is fully aware of the terms and contained in this letter agreement and has voluntarily and without coercion or duress of any kind entered into this letter agreement and documents executed in connection with this letter agreement.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without reference to the conflicts or choice of law principles thereof. This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and by facsimile, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same letter agreement.

[Remainder of page intentionally left blank.]

September __, 2007
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Please acknowledge your receipt of and agreement to the terms and conditions set forth in this letter agreement by executing a copy of this letter agreement in the appropriate space indicated below and returning it to Lender via fax.

Very truly yours,

LASALLE BANK NATIONAL ASSOCIATION, as
Administrative Agent

By: 

Name: DAVID SPIVEY

Title: SENIOR VICE PRESIDENT

ACKNOWLEDGED AND AGREED TO
this ___ day of September, 2007:

LINCOLN SNACKS COMPANY

By: _____
Name: _____
Title: _____

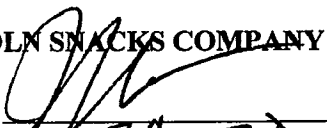
Please acknowledge your receipt of and agreement to the terms and conditions set forth in this letter agreement by executing a copy of this letter agreement in the appropriate space indicated below and returning it to Lender via fax.

Very truly yours,

**LASALLE BANK NATIONAL ASSOCIATION, as
Administrative Agent**

By: _____
Name: _____
Title: _____

**ACKNOWLEDGED AND AGREED TO
this 5 day of September, 2007:**

LINCOLN SNACKS COMPANY
By: 
Name: J. Henry T. Dunn
Title: President & CEO

Schedule 1
Payoff Amount

Outstanding Principal

Accrued and Unpaid Interest (through Payoff Deadline)

Legal Fees and Expenses (through Payoff Deadline)

I

Total Payoff Amount:

Per Diem

Wire Funds to:

LaSalle Bank National Association

ABA Number:

Account Number:

Account Name: Lincoln Snacks

Attention:

Phone No.: