

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
General Electric Capital Corporation		03/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Quantum Foods, LLC
Street Address:	750 S. Schmidt Road
City:	Bolingbrook
State/Country:	ILLINOIS
Postal Code:	60440
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78392707	ANGUS MIDWESTERN BRAND
Serial Number:	75004355	BUTCHER'S FINEST
Serial Number:	78904878	BUTCHER'S PREFERRED
Serial Number:	76215269	C-H-I-C-A-G-O GREAT STEAK C-O-M-P-A-N-Y
Serial Number:	75028058	CHOICE ONE FOODS
Serial Number:	75127571	CHOICE ONE FOODS
Serial Number:	75488631	
Serial Number:	78429931	GREAT STEAKS
Serial Number:	76497527	GREAT STEAKS!
Serial Number:	78394033	MIDWESTERN BRAND
Serial Number:	78863573	OCEAN SELECT SEAFOOD GENUINE GOLD LABEL COMMITTED TO QUALITY PACKED IN ILLINOIS MIDWESTERN BRAND ALL OF OUR MEAT CUTS ARE PREMIUM STEAKHOUSE QUALITY -- SPECIALLY SELECTED FOR TENDERNESS AND TEXTURE CUSTOM HAND-

TRADEMARK

OP \$640.00 78392707

TRIMMED THEN VACUUM SEALED AND FLASH FROZEN TO LOCK IN ALL THE FRESHNESS AND SUPERIOR FLAVOR THAT MILLIONS OF PEOPLE OVER THE YEARS HAVE ENJOYED AND COME TO EXPECT FROM MIDWESTERN BRAND MEATS.

Serial Number:	78960554	PROVIDING PROTEIN AND MENU SOLUTIONS
Serial Number:	78945562	QUANTUM CLASSICS
Serial Number:	75004354	QUANTUM CLASSICS
Serial Number:	76346540	QUANTUM CULINARY SIMPLY GOURMET
Serial Number:	76246646	QUANTUM FOODS ENTREE SPECIALISTS
Serial Number:	75679705	QUANTUM STEAKHOUSE
Serial Number:	78945566	QUICKEST WAY TO GOURMET
Serial Number:	78449764	READY TO LOVE 1 HEAT IT 2 EAT IT 3 SIMPLE
Serial Number:	78951802	RICH. FRESH. SATISFYING.
Serial Number:	78449701	SIMPLY GOURMET
Serial Number:	76426337	SIMPLY GOURMET FULLY COOKED PREMIUM ENTREES
Serial Number:	78330317	SIMPLY GOURMET ORIENTAL CLASSICS
Serial Number:	78330282	SIMPLY GOURMET ORIENTAL CLASSICS
Serial Number:	78912027	THE NEW TASTE OF TENDER

CORRESPONDENCE DATA

Fax Number: (312)993-9767
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ATTORNEY DOCKET NUMBER:	044317-0002
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	04/04/2008

Total Attachments: 5
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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of March 31, 2008 by General Electric Capital Corporation, as Agent ("Agent").

WHEREAS, Agent and Quantum Foods, LLC, a Delaware limited liability company ("Grantor"), entered into that certain Trademark Security Agreement, dated as of October 27, 2006 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on November 3, 2006 at Reel 003422, Frame 0082 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

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

Agent hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreement), including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Jack Morrone
Name: Jack F. Morrone
Title: July Authorized Signatory

Schedule I to Release of Trademarks

See attached

SCHEDULE I

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date
ANGUS MIDWESTERN BRAND & DESIGN	US	78/392707	3/29/2004		
BUTCHER'S FINEST	US	75/004355	10/11/1995	2113362	11/18/1997
BUTCHER'S PREFERRED	US	78/904878	6/9/2006		
C-H-I-C-A-G-O GREAT STEAK C-O-M-P-A-N-Y & DESIGN	US	76/215269	2/23/2001	2780071	11/4/2003
CHOICE ONE FOODS	US	75/028058	12/5/1995	2100110	9/23/1997
CHOICE ONE FOODS & DESIGN	US	75/127571	7/1/1996	2115518	11/25/1997
DESIGN ONLY (BULL PROFILE)	US	75/488631	5/20/1998	2246190	5/18/1999
GLEN JOE	Japan	H-10-081009	9/21/1998	4328587	10/22/1999
GLEN JOE	Korea	40-1998-0021596	8/24/1998	40-04540410000	9/2/1999
GREAT STEAKS & DESIGN	US	78/429931	6/4/2004		
GREAT STEAKS!	US	76/497527	3/17/2003	2831572	4/13/2004
MIDWESTERN BRAND	US	78/394033	3/31/2004	3013149	11/8/2005
OCEAN SELECT SEAFOOD & Design	US	78/863573	4/18/2006		
PROVIDING PROTEIN AND MENU SOLUTIONS	US	78/960554	8/25/2006		
QUANTUM CLASSICS	US	78/945562	8/4/2006		
QUANTUM CLASSICS & DESIGN	US	75/004354	10/11/1995	2068594	6/10/1997
QUANTUM CULINARY SIMPLY GOURMET & Design	US	76/346540	12/8/2001	2774621	10/21/2003
QUANTUM FOODS ENTREE SPECIALISTS & DESIGN	US	76/246646	4/25/2001	2697171	3/18/2003
QUANTUM STEAKHOUSE	US	75/679705	4/9/1999	2547835	3/12/2002
QUICKEST WAY TO GOURMET	US	78/945566	8/4/2006		
READY TO LOVE HEAT EAT. EAT EAT. SIMPLE.	US	78/449764	7/13/2004		
RICH. FRESH. SATISFYING.	US	78/951802	8/14/2006		
SIMPLY GOURMET & Design	US	78/449701	7/13/2004		
SIMPLY GOURMET FULLY COOKED PREMIUM ENTREES	US	76/426337	6/28/2002	2818886	3/2/2004
SIMPLY GOURMET ORIENTAL CLASSICS	US	78/330317	11/19/2003		
SIMPLY GOURMET ORIENTAL CLASSICS & DESIGN	US	78/330282	11/19/2003		
THE NEW TASTE OF TENDER	US	78/912027	6/20/2006		