

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Certain Trademarks and Patent (s) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--------------------------------|
| Canadian Imperial Bank of Commerce, as Administrative Agent | | 04/01/2003 | Canadian domestic bank: CANADA |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------|
| Name: | Richelieu Foods, Inc. |
| Street Address: | 25 Braintree Hill Office Park |
| Internal Address: | Suite 405 |
| City: | Braintree |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02184 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|--------------------------|-------------------------------|
| Name: | Richelieu Group, Inc. |
| Street Address: | 25 Braintree Hill Office Park |
| Internal Address: | Suite 405 |
| City: | Braintree |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02184 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|--------------------------|-------------------------------|
| Name: | Willow Foods, Inc. |
| Street Address: | 25 Braintree Hill Office Park |
| Internal Address: | Suite 405 |
| City: | Braintree |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02184 |
| Entity Type: | CORPORATION: WISCONSIN |

CH \$190.00 0526735

| | |
|-------------------|-------------------------------|
| Name: | Crestar Crusts, Inc. |
| Street Address: | 25 Braintree Hill Office Park |
| Internal Address: | Suite 405 |
| City: | Braintree |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02184 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|-------------------|-------------------------------|
| Name: | Richfield Pizza Co., Inc. |
| Street Address: | 25 Braintree Hill Office Park |
| Internal Address: | Suite 405 |
| City: | Braintree |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02184 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 0526735 | RICHELIEU |
| Registration Number: | 1781586 | RICHELIEU |
| Registration Number: | 1704331 | GROCER'S GARDEN |
| Serial Number: | 75315228 | GROCER'S GARDEN |
| Registration Number: | 1689621 | CHEF ANTONIO |
| Registration Number: | 1840751 | COBBLE CUT |
| Registration Number: | 1593210 | SMARTSALADS |

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-239-0310
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 51422.0016 |
| NAME OF SUBMITTER: | Jessica Davis |
| Signature: | /J Davis/ |

TRADEMARK

Date:

09/15/2008

Total Attachments: 9

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**TERMINATION AND RELEASE
OF SECURITY INTEREST
IN CERTAIN TRADEMARKS AND PATENT(S)**

TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND PATENT(S) (this "Release"), dated as of April 11, 2003 by and among Richelieu Foods, Inc., a Delaware corporation, and, to the extent applicable, Richelieu Group, Inc., a Delaware corporation, Willow Foods, Inc., a Wisconsin corporation, Crestar Crusts, Inc., a Delaware corporation, and Richfield Pizza Co., Inc., a Delaware corporation, (the preceding five corporations being together, the "Company") each having an address at 25 Braintree Hill Office Park, Suite 405, Braintree, Massachusetts 02184, and Canadian Imperial Bank of Commerce, as Administrative Agent (the "Agent") for certain Lenders (as defined in the Credit Agreement described below).

WHEREAS, in order to secure the obligations of the Company to the Agent and the Lenders under that certain Amended and Restated Credit Agreement dated as of December 20, 2001 among the Company, the Lenders party thereto, and the Agent (as heretofore amended, the "Credit Agreement"), and related guarantees, the Company entered into that certain Amended and Restated Guarantee and Collateral Agreement (as heretofore amended, the "Security Agreement") dated as of December 20, 2001 by and between the Company and the Agent, pursuant to which the Company granted to the Agent a security interest in and lien on, and collaterally assigned to the Agent, all of its trademarks and patents, including, without limitation, the trademarks and trademark applications and patents and patent applications identified on Schedule A attached hereto, all of its right, title and interest in and to said trademarks and trademark applications and patents and patent applications, and all of the good will associated with said trademarks and trademark applications and patents and patent applications (the "Trademark and Patent Collateral");

WHEREAS, the Security Agreement or evidence of same was recorded with the Assignment Division at the United States Patent and Trademark Office on Real 1673 Frame 0001; and

WHEREAS, in connection with the payment by the Company of all of the obligations due under the Credit Agreement and the termination of the Credit Agreement and the Security Agreement, the Agent wishes to release the security interest in and lien on, and collateral assignment of, the Trademark and Patent Collateral;

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

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on the Company's Trademark and Patent Collateral, and hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to the Trademark and Patent Collateral, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Further Assurances.** The Agent hereby agrees to execute and deliver to the Company, at Company's expense, such instruments, notices or other documents as the Company shall reasonably request to evidence the release of the Agent's security interest pursuant to this Release.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date set forth above, and pursuant to this agreement this document may be filed with the United States Patent and Trademark Office and will be publicly available.

**CANADIAN IMPERIAL BANK OF COMMERCE,
AS ADMINISTRATIVE AGENT**

By: *Daniel D. McCredy*
Name: DANIEL D. MCCREDDY
Title: MANAGING DIRECTOR
Address: 425 LEXINGTON AVENUE
NEW YORK, NY 10017

ACKNOWLEDGED AND ACCEPTED:

RICHELIEU FOODS, INC.

By: _____
Daniel E. Walsh
Vice President of Finance

RICHELIEU GROUP, INC.

By: _____
Daniel E. Walsh
Vice President of Finance

WILLOW FOODS, INC.

By: _____
Daniel E. Walsh
Vice President of Finance

CRESTAR CRUSTS, INC.

By: _____
Daniel E. Walsh
Vice President of Finance

RICHFIELD PIZZA CO., INC.

By: _____
Daniel E. Walsh
Vice President of Finance

{00032730; 3; 6040-4}


IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date set forth above, and pursuant to this agreement this document may be filed with the United States Patent and Trademark Office and will be publicly available.

**CANADIAN IMPERIAL BANK OF COMMERCE,
AS ADMINISTRATIVE AGENT**


By: _____
Name:
Title:
Address:

ACKNOWLEDGED AND ACCEPTED:

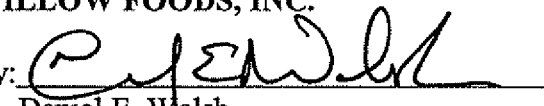
RICHELIEU FOODS, INC.

By: 
Daniel E. Walsh
Vice President of Finance


RICHELIEU GROUR, INC.

By: 
Daniel E. Walsh
Vice President of Finance

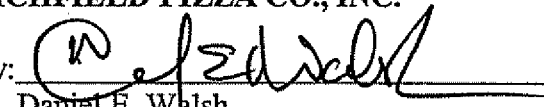
WILLOW FOODS, INC.

By: 
Daniel E. Walsh
Vice President of Finance

CRESTAR CRUSTS, INC.

By: 
Daniel E. Walsh
Vice President of Finance

RICHFIELD PIZZA CO., INC.

By: 
Daniel E. Walsh
Vice President of Finance

SCHEDULE A

Trademarks and Trademark Applications and Patents and Patent Applications

(See attached)

Schedule **A**

COPYRIGHTS AND COPYRIGHT LICENSES

None.

PATENTS AND PATENT LICENSES

Crestar Crusts, Inc. patent application:

- (a) United States Patent Application for "Method and Apparatus for Making a Stuffed Crust Pizza", Serial No. 08/897593.

TRADEMARKS AND TRADEMARK LICENSES

RICHELIEU trademark:

- (a) U.S. Trademark registration 526,735 dated June 27, 1950, as renewed for 10 years on June 27, 1990.
- (b) U.S. Trademark registration 1,781,586 dated July 13, 1993.

GROCER'S GARDEN trademark:

- (a) U.S. Trademark registration 1,704,331 dated July 28, 1992
- (b) Application for Registration filed June 26, 1997, Serial No. 75/315228.

Willow Foods:

CHEF ANTONIO trademark: U.S. Trademark registration 1,689,621 dated May 26, 1992.

COBBLE CUT trademark: U.S. Trademark registration 1,840,751 dated June 21, 1994.

SMARTSALADS trademark: Existing registrations:

- (a) U.S. Trademark registration 1,593,210 dated April 24, 1990 (determination made to let this mark lapse)
- (b) Wisconsin registration dated August 23, 1989.
- (c) Illinois registration 65040 dated August 18, 1989.

MONARCH trademark: By assignment of Rights and Delegation and Assumption of Obligations under Monarch License Agreements, with Consent of Licensor, dated May 4, 1994, among Western Dressing, Inc., Richelieu Partners, L.P., Richelieu Foods, L.L.C.

and Saramor Corporation, as successor to Consolidated Foods Corporation, Richelieu Foods has succeeded as licensee to use the trademark MONARCH for salad dressing products (pourable and whipped) in 50 states of U.S. except for portions of Pennsylvania, Delaware, Maryland, Virginia, D.C.

Richfield Pizza Co., Inc.:

See attached list.

LICENSING AND FRANCHISING AGREEMENTS

Richfield Pizza Co., Inc.:

See matters, if any, disclosed on Schedule 7 hereof.

CRESTAR FOOD PRODUCTS, INC.

| REFERENCE# | MARK | FILED | APPL# | REGDT | REG# | STATUS |
|---------------|---|------------|------------|------------|-----------|---|
| CANADA | | | | | | |
| 8200112 | BRACACCIA | 07/20/1980 | 803273 | | | PENDING |
| | 00 - Pizza, pizza crusts, pizza signatures and sauces. | | | | | |
| | NOT PROFITS TO GO! And Design | | | 05/10/91 | 384129 | Registered |
| | UNITED STATES Pizza; consultation services to the pizza industry. | | | | | |
| 8200117 | BRACACCIA | 07/20/1980 | 74/083 088 | 04/23/1988 | 1,914,234 | REGISTERED |
| | 30 - Pizza crusts. | | | | | |
| 8200634 | COMMISSARY FRESH & DESIGN | 11/18/1982 | 74/031,288 | 06/13/1985 | 1,888,578 | REGISTERED |
| | 30 - Pizza. | | | | | |
| T02737US0 | DON MARTINO | 10/31/1986 | 75/186,278 | 10/07/1987 | 2,183,508 | REGISTERED |
| | 30 - Pizzas and pizza crusts. | | | | | |
| T02738US0 | DON MARTINO & CHEF IN DESIGN | 10/31/1986 | 75/186,277 | 10/14/1987 | 2,105,488 | REGISTERED |
| | 30 - Pizzas and pizza crusts. | | | | | |
| 8200164 | PRESTO PIZZAS | 07/27/1987 | 75/074,648 | 09/25/1990 | 1,815,062 | REGISTERED |
| | 30 - Frozen pizza. | | | | | |
| 8200186 | MAMA-MIA'S KITCHEN & DESIGN | 07/13/1988 | 75-738,888 | 11/27/1990 | 1,825,075 | REGISTERED |
| | 30 - Pizza. | | | | | |
| T02738US0 | NATALINA PIZZA & CHEF DESIGN | 10/31/1986 | 75/190,276 | | | PENDING |
| | 30 - Pizza. | | | | | |
| T02723US0 | PAPA-LINO'S (SCRIPT) | 06/23/1985 | 75/170,419 | 09/18/1987 | 2,087,683 | REGISTERED |
| | 30 - Pizzas crusts. | | | | | |
| 8200120 | PEPE'S PIZZA ** | 12/19/1988 | 72/514,981 | 07/21/1979 | 806,160 | REGISTERED |
| | 40 - Refrigerated pizza plus. | | | | | |
| 8200610 | PEPE'S PIZZA & DESIGN ** | 02/24/1987 | 645,982 | 02/25/1988 | 1,478,117 | REGISTERED |
| | 30 - Pizza crusts and complete kit for preparing a pizza consisting of prebaked pizza crusts, sauce, cheese, sausage and pepperoni by consumption on or off the premises. | | | | | |
| T02728US0 | PIZZA PRESTO! | 08/27/1986 | 75/171,379 | | | Appln suspended |
| | 30 - Pizza. | | | | | outcome of applns for RAGU PIZZA PRESTO and PASTA PRESTO. |
| 8200118 | PIZZA SOLO * | 08/21/1981 | 74/186,840 | 08/16/1986 | 1,812,880 | REGISTERED |
| | 30 - Pizzas. | | | | | |
| T02721US0 | PRIVATE | 08/23/1986 | 75/178,416 | 08/18/1987 | 2,087,682 | REGISTERED |
| | 30 - Pizza. | | | | | |
| 8200606 | THE FRESH EXPRESS & DESIGN | 07/17/1987 | 75/072,888 | 07/17/1988 | 1,804,684 | REGISTERED |
| | 30 - Frozen pizza. | | | | | |
| T02724US0 | TOTALLY INNOCENT PIZZA | 10/07/1986 | 75/177,577 | | | ALLOWED |
| | 30 - Pizza. | | | | | |
| 8200606 | TRAIN DESIGN | 07/17/1987 | 75/072,578 | 11/15/1988 | 1,812,830 | REGISTERED |
| | 30 - Frozen pizza. | | | | | |
| | CUSTOM — Restricted to common law rights only. | | | | | Common law |

CRESTAR FOOD PRODUCTS, INC.

Re: PIZZA SOLO - Regn. No. 1,912,619

See Settlement Agreement between Sakal and Company and Crestar Food Products, Inc.

**Re: PEPE'S PIZZA Regn. No. 881,189
PEPE'S PIZZA & DESIGN - Regn. No. 1,478,117**

See the Asset and Route Purchase Agreement(s) and between Crestar Food Products, Inc. and Pepe's Wholesale Pizza Company dated June 12, 1993; and Letter Agreement between Crestar Food Products, Inc. and Pepe's Wholesale Pizza Company dated November 7, 1997.

2/13/88