

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release by Secured Party, Wilmington Trust Company, previously recorded at Reel 4015, Frame 0074	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		07/09/2010	banking corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pennant Foods Company, LLC		
Street Address:	500 Park Boulevard		
Internal Address:	Suite 200		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2424917	FRESH ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11236-2 2G DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		

CH \$40.00 2424917

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**TRADEMARK
 REEL: 004246 FRAME: 0713**

Signature:	/Donna Gasiorowski/
Date:	07/22/2010
Total Attachments: 5 source=2G Release to Pennant Foods Company LLC TMs#page1.tif source=2G Release to Pennant Foods Company LLC TMs#page2.tif source=2G Release to Pennant Foods Company LLC TMs#page3.tif source=2G Release to Pennant Foods Company LLC TMs#page4.tif source=2G Release to Pennant Foods Company LLC TMs#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE effective as of July 9, 2010 (the "effective date") from Wilmington Trust Company, a Delaware banking corporation, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement referenced below), to Pennant Foods Company, LLC, f.k.a. Pennant Foods Company, a Delaware limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, (as amended, supplemented or otherwise modified from time to time), dated as of September 29, 2006, made by the Grantors (as defined therein, including Obligor) in favor of the Collateral Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Second Lien Security Interest in Trademark Rights dated as of June 15, 2009 among the Collateral Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed Grantors' intent to grant a Security Interest to the Collateral Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2009, at Reel 4015 and Frame 0074; and

WHEREAS, the Obligor has requested that the Collateral Agent terminate and release the entirety of the Security Interest in the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

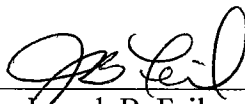
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be

reasonably necessary to effect the release of the Security Interest contemplated hereby at the expense and written request of the Obligor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

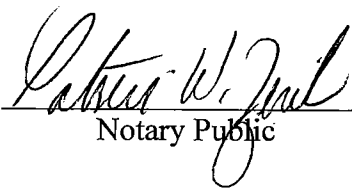
WILMINGTON TRUST COMPANY, as Collateral Agent

By: 
Name: Joseph B. Feil
Title: Vice President

STATE OF Delaware)
COUNTY OF New Castle)

ss.:

On this 1st day of July 2010, before me personally appeared Joseph B. Feil to me known who, being by me duly sworn, did depose and say that he is Vice President of Wilmington Trust Company described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by Wilmington Trust Company.


Notary Public

(Affix Seal Below)

PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2011

Schedule A

U.S. Trademark Applications and Registrations

Title	Reg./App. No.
FRESH ADVANTAGE	2,424,917 75/830,877