

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
Credit Agricole Indosuez		09/22/2003	National Banking Association:

RECEIVING PARTY DATA

Name:	Nancy's Specialty Foods, LLC
Street Address:	6500 Overlake Place
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	United Signature Foods, LLC
Street Address:	6500 Overlake Place
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	KRSM Holdings, LLC
Street Address:	6500 Overlake Place
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1801641	CALZINI
Registration Number:	1797216	CRUST CUISINE

CH \$165.00 1801641

CREDIT AGRICOLE INDOSUEZ
666 Third Avenue
New York, New York 10017

September 22, 2003

United Signature Foods, LLC
6500 Overlake Place
Newark, CA 94560

General Electric Capital Corporation
500 West Monroe Street
Chicago, IL 60661-3679

American Capital Financial Services, Inc.
2 Bethesda Metro Center 14th Floor
Bethesda, MD 20814

First American Title
1850 Mt. Diablo Blvd., Suite 300
Walnut Creek, CA 94596

Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement dated as of August 28, 1998 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among United Signature Foods, LLC (the "Borrower"), the guarantors listed therein (including Nancy's Specialty Foods, a California corporation ("Nancy's")), Credit Agricole Indosuez, as Administrative Agent (together with its acting as Collateral Agent under the Intercreditor Agreement, the "Administrative Agent"), Canadian Imperial Bank of Commerce, as Documentation Agent, and the lending institutions listed therein (the "Banks"). All capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Credit Agreement.

This letter confirms that the total amount necessary to satisfy all outstanding Obligations, including, without limitation, the aggregate principal balance, accrued interest and fees due to the Banks and the Administrative Agent under the Credit Agreement, if paid and received at the Administrative Agent Account (as hereinafter defined) prior to 5:00 p.m. New York City time on or before September 24, 2003, will be (i) [REDACTED], which amount is calculated as set forth on the worksheet attached hereto as Exhibit A and (ii) counsel fees of the Administrative Agent of [REDACTED], for a total of [REDACTED] (the "Payoff Amount"). In the event that the Payoff Amount is not received as set forth above, interest shall continue to accrue daily in the amount of [REDACTED] and fees shall accrue daily in the amount of [REDACTED].

This letter confirms that upon, and effective as of, the time of payment by wire transfer of immediately available funds in the amount of the Payoff Amount to Citibank NA, New York, NY, ABA 021 000 089; for credit to Credit Agricole Indosuez Chicago Branch CAI-CAP; [REDACTED]; Reference: United Signature Foods (Administrative Agent Account"), all liabilities, obligations and indebtedness owing by the Borrower and the Guarantors to the Banks and the Administrative Agent shall be deemed to have been released, discharged and satisfied in full, except only those, if any, that are specified in the Credit Agreement or any of the other Credit Documents as surviving any such payment, which shall, as so specified, survive and remain in full force and effect, all of the Liens and security interests held by the Administrative Agent and/or the Banks in any and all of the property of the Borrower and the Guarantors pursuant to the Credit Documents shall be deemed to be released and terminated, the Credit Agreement, the Credit Documents and all related instruments, agreements and other documents will be terminated and, except as specifically set forth herein, neither the Administrative Agent or the Banks on the one hand, nor the Borrower or the Guarantors on the other hand, shall have any further rights or obligations to the other.

The Administrative Agent will deliver to the Borrower (or such other party as the Borrower may designate), at the Borrower's expense, as soon as practicable following the receipt of the Payoff Amount, executed Uniform Commercial Code termination statements, mortgage releases and such other instruments of release and discharge pertaining to any liens and security interests of the Administrative Agent or the Banks in any of the property of the Borrower and the Guarantors (including, without limitation, stock certificates representing shares of stock pledged to the Administrative Agent, together with stock powers related thereto) as counsel to the Borrower and the Guarantors reasonably deems necessary to release and discharge all such liens and security interests. The Administrative Agent further agrees, from and after the date of receipt of the Payoff Amount, to deliver, at the Borrower's expense, such other termination statements, mortgage releases, or documents as the Borrower may reasonably request in order to evidence the release and termination by the Administrative Agent or the Banks of its security interests and liens in any of the property of the Borrower and the Guarantors.

We hereby authorize and agree to the following:

1. General Electric Capital Corporation and American Capital Financial Services, Inc. are, upon being notified by the Administrative Agent that it has received the Payoff Amount set forth herein, authorized to file, or cause their agents or designees to file, such documents as are necessary to (a) terminate all UCC financing statements on record in any state or county in which the Administrative Agent is named as secured party and Nancy's is named as debtor, and (b) complete or to arrange to be completed all steps required to effect the termination, release and discharge of the registrations listed on Exhibit B attached hereto, as such registrations may have been amended.

2. First American Title Company is, after the Administrative Agent has received the Payoff Amount set forth herein, (a) authorized to record, or cause their agents or designees to record, such documents as are necessary to terminate all UCC financing statements on record in Alameda County, California in which the Administrative Agent is named as secured party and Nancy's is named as debtor, including the financing statement recorded on August 2, 1999 as series no. 99-285892, and (b) authorized to record, or cause their agents or designees to

record, such documents as are necessary to terminate any trust deed or mortgage on record in Alameda County, California in which the Administrative Agent is named as beneficiary and Nancy's is named as trustor, including the Term Loan and Revolving Credit Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing recorded on August 2, 1999 as series no. 99-285891 (the "Nancy's Trust Deed").

3. Upon the request of First American Title Company, the Administrative Agent will execute and deliver to First American Title Company, at the Borrower's expense, a substitution of trustee naming First American Title Company as the trustee under the Nancy's Trust Deed, or such other documents as may be reasonably requested by First American Title Company to effectuate the reconveyance of the Nancy's Trust Deed.

This agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

Notwithstanding the foregoing, this letter shall be null and void if for any reason the sum of the Payoff Amount has not been received on or prior to 5:00 p.m. New York City time on September 30, 2003.

Very truly yours,

CREDIT AGRICOLE INDOSUEZ,
as Administrative Agent

By: 

Name: Dennis Buchert
Title: CEO, U.S.

By: 

Name: Mathew Linett
Title: Vice President

Accepted and Agreed to:

UNITED SIGNATURE FOODS, LLC

By: 

Name: ADAM S FERRIS
Title: CFO