

FORM PTO 1594

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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8-24-98

08-27-1998



ER SHEET
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying Party(ies): Creditanstalt Corporate Finance, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Allied Foods Acquisition LLC</p> <p>Internal Address:</p> <p>Street Address: 1450 Hills Place City: Atlanta State: GA Zip: 30318</p>
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other Release</p> <p>Execution Date: August 5, 1998</p>	<p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation State <input checked="" type="checkbox"/> Other Georgia Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be separate from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,053,927	1,804,673	793,720	702,364
1,911,660	1,712,027	767,271	688,798
1,853,766	1,699,300	737,986	584,787
1,091,052	1,606,610	702,658	303,903

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Michael D. Hobbs, Jr., Esq.</p> <p>Internal Address: Troutman Sanders LLP</p> <p>Street Address: 600 Peachtree St., NE Suite 5200</p> <p>City: Atlanta</p> <p>State: GA Zip: 30308-2216</p>	<p>6. Total number of applications and registrations involved: <u>16</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>415.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Hobbs, Jr.

August 21, 1998

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

08/26/1998 INQUIRY 00000060 2053927

OMB No. 0651-0011 (exp. 4/94)

01 FC:761
02 FC:482

40.00 OP
375.00 OP

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE 1

LIST OF TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COMMENTS</u>
TONY and Design	2,053,927	04-22-97	
RIVAL	1,911,660	08-15-95	
TWIN PET	1,853,766	11-13-94	
HUSKY	1,804,673	11-16-93	
STRONGHEART DOG FOOD and Design	1,712,027	09-01-92	
KAM	1,699,300	07-07-92	
HUSKY	1,606,610	07-17-90	
TWIN PET	1,398,739	06-24-86	Cancelled.
SNAPPY (Stylized Letters)	1,358,328	09-03-85	Cancelled.
GOLD SEAL and Design	1,278,237	05-15-84	Cancelled.
PENNY CLASSIC (Stylized Letters)	1,272,049	03-27-84	Cancelled.
PENNY and Design	1,205,642	08-17-82	Cancelled.
DUCHESS (Stylized Letters)	1,205,641	08-17-82	Cancelled.
NEAT TREATS	1,091,052	09-09-78	
BLUE RIBBON RECIPE and Design	1,036,933	03-30-76	Expired.
IDEAL	805,709	03-15-66	Expired.
HENNY PEN	793,720	08-03-65	Renewed.
PICNIC and Design	767,271	03-24-64	Renewed.
RUSTY and Design	737,986	09-18-62	Renewed.
KITTY (Stylized Letters)	702,658	08-09-60	Renewed.
POINTER	702,364	08-02-60	Renewed.
TONY and Design	688,798	11-24-59	Renewed.
CHIC-E (Stylized Letters)	638,859	12-18-56	Expired.
PENNY and Design	604,544	04-12-55	Expired.
BOWL-O-BEAUTY (Stylized Letters)	584,789	01-19-54	Expired.

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List of Trademarks

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COMMENTS</u>
HI-VI (Stylized Letters)	584,787	01-19-54	Renewed.
HARDI and Design	546,033	07-31-51	Expired.
CALO (Stylized Letters)	544,791	07-10-51	Expired.
DELIGHT (Stylized Letters)	333,391	03-17-36	Expired.
SNAPPY and Design	331,427	01-07-36	Expired.
RED HEART (Stylized Letters)	317,414	09-25-34	Expired.
VICTORY (Stylized Letters)	303,903	06-13-33	Renewed.
IDEAL	237,507	01-10-28	Expired.

<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>COMMENTS</u>
TWIN PET	74/473,293	12-27-93	Abandoned.
NATURALLY GOOD and Design	73/550,910	07-29-85	Abandoned.

RELEASE

THIS RELEASE is executed as of the 5th day of August, 1998, from Creditanstalt Corporate Finance, Inc., a Delaware corporation (the "Assignor"), to Allied Foods Acquisition, LLC, a Georgia limited liability company (the "Assignee").

WHEREAS, Assignor holds a security interest in the trademarks and service marks described in Schedule 1 hereto pursuant to that certain Trademark Security Agreement between Assignor and Assignee dated as of January 31, 1998; and

WHEREAS, Assignee having changed its name, Assignor is executing this Release to release Assignor's right, title and interest in all such trademarks and service marks on Schedule 1 and is, contemporaneously herewith, recording its lien in such marks under Assignee's new name

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby (i) releases its security interest in the trademarks and service marks and the registrations thereof and applications therefor listed in Schedule 1 hereto, without recourse, representation or warranty except that Assignor does represent and warrant that the trademarks, service marks and registrations and applications on Schedule 1 are free and clear of any lien, claim, charge, security interest or other encumbrance arising by or through the lien held by Assignor, and (ii) releases any and all rights that the undersigned may now or hereafter have to establish or enforce said security interests.

Nothing herein shall be deemed to evidence or constitute an acknowledgment by Assignor of the satisfaction of the indebtedness secured by the Trademark Security Agreement described above.

CREDITANSTALT CORPORATE FINANCE, INC.

By: Carl G. Drake
Carl G. Drake
Vice President

By: William E. McCallum, Jr.
Name: William E. McCallum, Jr.
Title: Senior Associate