

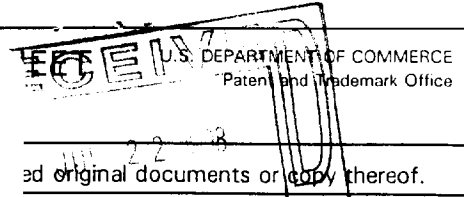
Re-submission
MRO
11-4-98

MRO 7-22-98

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDED

11-06-1998



100871474

To the Honorable Commissioner of Patents

and original documents or copy thereof.

Name of receiving party(ies)

1. Name of conveying party(ies):

Taconic Brands, Inc.

Name: Triumph Capital, L.P., II

Internal Address: _____

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporate-State Connecticut
- Other _____

Street Address: 237 Park Avenue

City: New York State: NY ZIP: 10017

Additional name(s) of conveying party(ies) attached? Yes No

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State _____
- Other _____

3. Nature of conveyance

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Termination, Release & Reassignment of Security Interest in Trademark

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: 7/20/98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,470,878; 431,208; 510,873; 1,349,777; 514,372; 389,261; 384,754; 181,967; 159,762; 164,170; 1,650,296; 1,685,810; 1,319,719; 849,543; 828,283; 732,209; 396,329; 165,977; 1,021,157

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Harry Praver, Esq.

Internal Address: Loeb & Loeb LLP

Street Address: 345 Park Avenue

City: New York State: NY ZIP: 10154

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41) \$ 490

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/24/1998 JSHABAZZ 00000003 1470878

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
450.00 OP

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.

Harry Praver

Name of Person Signing

Harry Praver
Signature

7/20/98
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTERESTS IN TRADEMARK COLLATERAL

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL ("Reassignment") made as of the 20th day of July, 1998, between Taconic Brands, Inc., a Connecticut corporation having its principal place of business at 488 Main Avenue, Norwalk, Connecticut 06851 ("Taconic"), and Triumph Capital, L.P. II, a Delaware limited partnership with an office at 237 Park Avenue, New York, New York 10017 ("Triumph").

W I T N E S S E T H:

WHEREAS, pursuant to the Trademark Security Assignment (the "Assignment Agreement"), dated as of March 11, 1994, between Triumph and Taconic, Taconic granted, pledged and assigned to Triumph a lien on and a security interest in all trademarks, trademark registrations and related intellectual property of Taconic;

WHEREAS, Taconic has received from Triumph a release of said lien and security interest granted, pledged and assigned by it under said Assignment Agreement;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Triumph has released and terminated and does hereby release and terminate all liens and security interests in all the hereinafter described properties of Taconic which were assigned, pledged and granted to Triumph under and pursuant to the Assignment Agreement and hereby assigns, conveys, grants, transfers and releases to Taconic all of Triumph's right, title and interest, in and to the following assigned, pledged and granted properties, whether owned by Taconic at the time of said assignment, pledge and grant under and pursuant to the Assignment Agreement or thereafter acquired by Taconic:

(a) All registrations (collectively, the "Registrations") of any trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and or business identifiers (collectively, "Marks") and all Mark applications

(collectively, the "Applications"), now owned or hereafter acquired by Taconic. Such Registrations and Applications to include without limitation, all existing United States registrations and applications of Taconic described in Schedule A attached hereto.

(b) The goodwill of the business of Taconic symbolized by each of the Marks that are the subject of the Registrations and the Applications.

(c) All right, title and interest of Taconic in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Registrations or the Applications.

2. The parties hereto, Taconic and Triumph, cancel and terminate the Assignment Agreement and all rights and obligations thereunder to the extent that it pertains to Taconic.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Reassignment.

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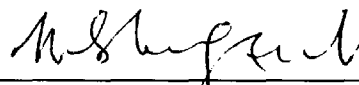
4. This Reassignment has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of New York.

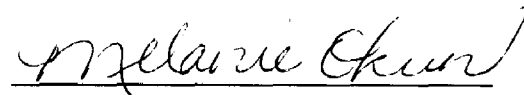
5. This Reassignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Termination, Release and Reassignment of Security Interests in Trademark Collateral to be duly executed and delivered by a duly authorized officer on the date and year first above written.

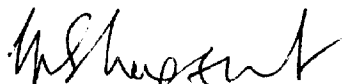
TRIUMPH CAPITAL, L.P. II

By: Triumph Management, L.P.,
its General Partner

By: 
Michael E. Nugent
General Partner

By: 
Melanie Okun,
General Partner

TACONIC BRANDS, INC.

By: 
Title:

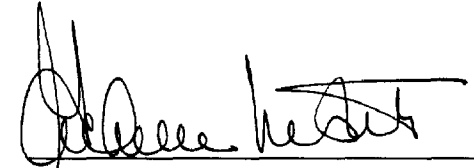
STATE OF NEW YORK)
 :
 COUNTY OF NEW YORK)

ss.:

On this 17th day of July 1998, before me personally came Michael E. Nugent and Melanie Okun, to me known, who being by me duly sworn, did depose and say that they reside at 1465 Roosevelt Place, Pelham Manor, N.Y. and 345 E. 52nd Street, N.Y., N.Y., respectively; that they are the general partners of Triumph Management, L.P., the general partner of Triumph Capital, L.P. II, the limited partnership described in and which executed the above instrument; and they have been authorized to execute said instrument on behalf of said limited partnership and that they signed said instrument on behalf of said limited partnership pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

MICHELLE LESTER
Notary Public, State of New York
No. 01-LE5053115
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 11, 1999



Notary Public

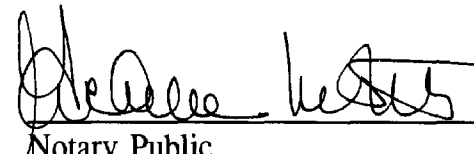
STATE OF NEW YORK)
 :
 COUNTY OF NEW YORK)

ss.:

On this 17th day of July, 1998, before me on personally came Michael Nugent, to me known, who being by me duly sworn, did depose and say that he resides at 1465 Roosevelt Place, Pelham Manor, New York; that he is the Vice Pres. and Secretary of Taconic Brands, Inc., the corporation described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said corporation and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

MICHELLE LESTER
Notary Public, State of New York
No. 01-LE5053115
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 11, 1999



Notary Public

SCHEDULE A

INTANGIBLE ASSETS

SCHEDULE OF TRADEMARKS

REGISTERED TRADEMARKS

INTERNATIONAL

Tahiti Joe	Benelux	302308
Cramore's	Canada	109706
Giroux	France	1559673
Giroux	Korea	232392
Raffetto	Italy	00575809
Raffetto	Sweden	60774

UNITED STATES

Tahiti Joe	U.S.	1,470,878
Cramore's	U.S.	431,208
Giroux (Stylized Letters)	U.S.	510,873
Raffetto	U.S.	1,349,777
Raffetto (Stylized Letters)	U.S.	514,372
Design Only (Doily Label)	U.S.	389,261
Design Only (Oval Shape Frame)	U.S.	384,754
Harlequin	U.S.	181,967
Plantation Circles Sweet Pickled Watermelon Rind (Stylized Letters)	U.S. U.S.	169,762
Medley	U.S.	164,170
Proud Mary	U.S.	1,650,296
Club Tahiti	U.S.	1,685,810
Wupperman	U.S.	1,319,719
Mi-Lem' (Stylized Letters)	U.S.	1,021,157
Mi-Lem'	U.S.	849,543
Mi-Lem' 3'N 1 & Design	U.S.	828,283
Chutnut (Stylized Letters)	U.S.	732,209
Nesselro (Stylized Letters)	U.S.	396,329
	U.S.	165,977

UNREGISTERED TRADEMARKS

Wupperman
Javin
LaSauce
Creamy head
Rich's
Taconic Brands

TRADEMARK LICENSES

Mantovani
TR's Great American
Firehouse BBQ Sauce (1 Alarm, 2 Alarm, 3 Alarm, 2 Alarm Fat Free)