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To the Honorable Commissioner of

100912263

attached original documents or copy thereof.

MRD 12-1-98

1. Name of conveying party(ies):

Bank of America NT & SA
(successor by merger to Security Pacific
National Bank)

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interest

Execution Date: November 20, 1998

2. Name and address of receiving party(ies)

Name: Ventura Foods, LLC
(Successor to
~~Internal Address: Saffola Quality Foods, Inc.~~)

Street Address: 14840 East Don Julian Road
City: City of Industry State: CA ZIP: 91746

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

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

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

A. Trademark Application No.(s)
none

B. Trademark Registration No.(s)
See attached list.

Additional numbers attached? Yes No

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

Name: Geoffrey D. Matsunaga

Internal Address: _____

Street Address: Kagei & Matsunaga

19191 South Vermont Avenue, Suite 420

City: Torrance State: CA ZIP: 90502

12/02/1998 DNGUYEN 00000067 664151

6. Total number of applications and registrations involved: _____

14

7. Total fee (37 CFR 3.41).....\$365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

01 FC:481
02 FC:482

40.00 OP
325.00 OP

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.

Geoffrey D. Matsunaga
Name of Person Signing

G Matsunaga
Signature

30 NOV 98
Date

Total number of pages including cover sheet, attachments, and document: 5

Conveying Party: Bank of America NT & SA
(successor by merger to Security Pacific National Bank)

Receiving Party: Ventura Foods, LLC
(successor to Saffola Quality Foods, Inc.)

Item 4.B

	<u>Trademark</u>	<u>Registration No.</u>
1.	SAFFOLA	664,151
2.	GOLD-N-SWEET	740,276
3.	NU-SAFF	756,190
4.	SAFFLONAISE	766,009
5.	SAFFOLA	766,815
6.	TABLE MAID	882,196
7.	SAFFOLA	1,015,902
8.	TABLE MAID	1,209,909
9.	TABLE MAID	1,214,231
10.	W WILSEY	1,408,751
11.	WILSEY	1,413,527
12.	SAFFOLA	1,435,859
13.	CHURN SPREAD	1,461,153
14.	SAFFOLA	1,477,916

RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release") is given as of November 20, 1998, by **BANK OF AMERICA NT & SA** (successor by merger to Security Pacific National Bank) ("**BofA**") with respect to the following facts:

WHEREAS, as collateral security for the obligations of Saffola Quality Foods, Inc., a Delaware corporation ("**Saffola**"), under a Loan Agreement dated as of May 31, 1988, between Saffola and BofA (the "**Loan Agreement**"), Saffola granted to BofA a security interest in, among other things, the trademarks of Saffola listed on **Schedule A** attached hereto (the "**Trademark Collateral**") pursuant to a Collateral Assignment of Trademarks and Patents and Security Agreement dated as of May 31, 1988, between Saffola and BofA, which was recorded with the United States Patent and Trademark Office on June 2, 1988, at Reel 0604, Frame 220, as amended by a First Amendment to Collateral Assignment of Trademarks and Patents and Security Agreement dated as of February 28, 1991, recorded with the United States Patent and Trademark Office on March 21, 1991, at Reel 0773, Frames 630 and 639 (as so amended, the "**Assignment**"); and


WHEREAS, the obligations of Saffola to BofA under the Loan Agreement have been satisfied in full and BofA wishes to terminate the Assignment and relinquish and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, BofA hereby agrees as follows:

1. BofA hereby irrevocably and unconditionally terminates the Assignment and relinquishes and releases any and all rights to and interests in the Trademark Collateral granted pursuant to the Assignment.

IN WITNESS WHEREOF, BofA has caused this Release to be executed by its duly authorized officer as of the date first written above.

BANK OF AMERICA NT & SA
(successor by merger to
Security Pacific National Bank)

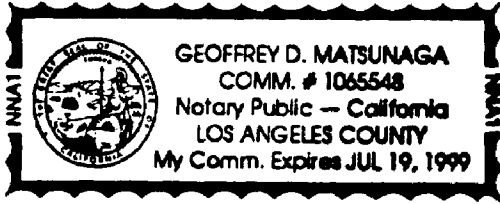
By 
Name: C.Y. STRAND
Title: Vice President

State of California)
)
County of Los Angeles)

On November 27, 1998, before me, Geoffrey Matsunaga, Notary Public, personally appeared Clara Yang Strand, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



GMatsunaga

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Date Registered</u>
SAFFOLA	664,151	07/08/58
GOLD-N-SWEET	740,276	11/06/62
NU-SAFF	756,190	09/03/63
SAFFLONAISE	766,009	03/03/64
SAFFOLA	766,815	03/17/64
TABLE MAID	882,196	12/09/69
SAFFOLA	1,015,902	07/15/75
TABLE MAID	1,209,909	09/21/82
TABLE MAID	1,214,231	10/26/82
W WILSEY	1,408,751	09/09/86
WILSEY	1,413,527	10/14/86
SAFFOLA	1,435,859	04/07/87
CHURN SPREAD	1,461,153	10/13/87
SAFFOLA	1,477,916	02/23/88