

RECORDATION F
TRADEMARK

12-16-1998

DEPARTMENT OF COMMERCE
Patent and Trademark Office



100926010

prints or copy thereof.

To the Honorable Commissioner of Patents and Trademarks.

1. Name of conveying party(ies):

First Union National Bank, as
Collateral Agent

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

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

2. Name and address of receiving party(ies)

Name: Wampler Foods, Inc.

Internal Address: _____

Street Address: 800 Co-op Drive

City: Timberville State: VA ZIP: 22853

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

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

3. Nature of conveyance:

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

Execution Date: December 4, 1998

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

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional numbers attached? Yes No

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

Name: Federal Restaurant Corp.

Internal Address: _____

Street Address: 400 Seventh St NW
Suite 101

City: Washington State: DC ZIP: 20074

12/15/1998 DNGUYEN 00000009 75053558

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390⁰⁰

- 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
350.00 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.

Gregory T. Pealer

Name of Person Signing

Signature

December 9, 1998

Date

Total number of pages including cover sheet, attachments, and document: 4

SCHEDULE A
Marks of Wampler Foods, Inc.

<u>Trademark/ Service Mark Trade Name</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
WAMPLER FOODS	75/053,558	USA	2/5/98	
WAMPLER FOODS and design	75/053,557	USA	2/5/96	
WAMPLER LONGACRE	1,487,014	USA	5/3/88	
WAMPLER LONGACRE and design	1,511,929	USA	11/8/88	
TRIM FREE	1,783,541	USA	7/20/93	
TRIM FREE - chicken in heart design	1,779,775	USA	6/29/93	
TRIM FREE and design	1,837,261	USA	5/17/94	
DINOSAUR WINGS	1,742,424	USA	1/22/92	
KAFETERIA KIT	74/728/202	USA	9/6/95	
THE DELI ROAST COLLECTION	1,945,997	USA	1/2/96	
THE DELI ROAST COLLECTION and design	1,945,998	USA	1/2/96	
LEAN-LITE DELI	802,455	USA	5/26/89	
ROUND HILL	Not Registered			
FARMER'S CHOICE	73/526,084	USA	3/11/85	
COLONEL ROCKINGHAM design	608,440	USA	7/5/55	
ROCKINGHAM	Not Registered			
WAMPLER. IT'S REALLY THAT GOOD	75/412,856	USA	12/31/97	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

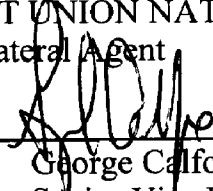
WHEREAS, Wampler Foods, Inc. (hereinafter referred to as the "Assignor"), a Virginia corporation, executed and delivered to First Union National Bank, successor to First Union National Bank of Virginia, a national banking association, as Collateral Agent ("Assignee"), a Trademark Security Assignment dated as of February 25, 1998 and recorded in the records of the U.S. Patent and Trademark Office Assignment Division at Reel 1699, Frame 0217, as of March 5, 1998, granting to Assignor a security interest in trademarks as more particularly described in Schedule A attached hereto and incorporated herein by reference (collectively, the "Marks"), and the U.S. Trademark Registration Numbers corresponding to the Marks (collectively, the "Registrations");

WHEREAS, pursuant to that certain Revolving Credit Agreement (the "Revolving Credit Agreement") and that certain Term Loan Agreement (the "Term Loan Agreement," and together with the Revolving Credit Agreement, collectively, the "Credit Agreements"; and the Credit Agreements together with all documents referred to therein and executed in connection therewith, collectively, the "Loan Documents"), each dated as of February 25, 1998, by and among the Assignor, WLR Foods, Inc., Cassco Ice & Cold Storage, Inc., Wampler Supply Company, Inc. and Valley Rail Service, Inc., as Borrowers, and the Revolving Credit Lenders and Term Lenders referred to therein (as defined, respectively, in the Revolving Credit Agreement and the Term Loan Agreement and collectively, the "Lenders") and the Assignee, as Agent, all Obligations (as defined in the Credit Agreements) owed by the Assignor to the Lenders under the Loan Documents have been satisfied in full as of November 20, 1998;

WHEREAS, as a result of the Assignor's satisfaction of the Obligations, Assignee is desirous of assigning, releasing and quitclaiming to Assignor, without recourse and without representations or warranties of any kind or nature, any right, title and interest, including without limitation any security interest, which Assignee may have in and to the Marks, the goodwill of the business with which the Marks are used, and the Registrations.

NOW, THEREFORE, the Assignee has assigned, released, quitclaimed, transferred and set over, and by these presents does hereby assign, release, quitclaim, transfer and set over, unto the Assignor, its successors and assigns, without recourse and without representations or warranties of any kind or nature, any right, title and interest, including without limitation any security interest, which Assignee may have in and to the Marks, the Registrations, and the goodwill of the business in connection with which the Marks are used.

FIRST UNION NATIONAL BANK, as
Collateral Agent

By: 
George Calfo
Senior Vice President

Dated: December 4, 1998

COMMONWEALTH OF VIRGINIA

:

CITY OF ROANOKE

: SS.

:

I, Lisa D. Ward, a Notary Public, in and for the Commonwealth and County aforesaid, do hereby certify that on this 4th day of December, 1998, appeared before me George Calfo to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of First Union National Bank, a national banking association, and that the seal affixed to the foregoing instrument is the seal of said association, and that said instrument was signed and sealed on behalf of said association by authority of its Officers and that he acknowledged said instrument to be the free act and deed of said association.

Subscribed and sworn to before me this 4th day of December, 1998.

Lisa D. Ward
Notary Public

Commission Expires: 1/31/01

PH1464345.1

RECORDED: 12/14/1998

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REEL: 1826 FRAME: 0636