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HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
General Electric Capital Corporation

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

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

2. Name and address of receiving party(ies):
Name: A&J Cheese Company
Internal Address: _____
Street Address: 1171 East Foothill Boulevard
City: Upland State: CA ZIP: 91786

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 30, 1998

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

A. Trademark Application No.(s)
75/383,996; 75/372,876

B. Trademark Registration No.(s)
2,187,815; 2,121,801; 2,178,118; 2,161,731; 2,107,257; 2,129,005

Additional numbers attached? Yes No

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

Name: David W. Grace
Internal Address: Loeb & Loeb LLP

Street Address: 1000 Wilshire Boulevard, Suite 1800

City: Los Angeles State: CA ZIP: 90017

6. Total number of applications and registrations involved: [8]

7. Total fee (37 CFR 3.41) \$ 215.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-1820
(Attach duplicate copy of this page if paying by deposit account)

12/16/1998 VERDUM 00000009 75383996

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FC:402 175.00 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.

Ana Maria Fredgren
Name of Person Signing

Signature

9 December 1998
Date

Total number of pages including cover sheet, attachments, and document: [8]

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

TRADEMARK
REEL: 1830 FRAME: 0751

SECURITY AGREEMENT TERMINATION AND RELEASE (Trademarks)

This Security Agreement Termination and Release (this "Termination") is made and entered into as of this 30th day of October, 1998, by and between A&J Cheese Company, a California corporation (the "Company"), and General Electric Capital Corporation, a New York corporation (the "GECC").

RECITALS

A. Pursuant to an Agreement, between GECC and Company (the "Supplemental Security Agreement (Trademarks)"), Company granted to GECC a security interest in all trademark collateral, as set forth in the Supplemental Security Agreement (Trademarks), including the Trademarks listed in Schedule I (collectively, the "Trademark Collateral").

B. GECC filed the Supplemental Security Agreement (Trademarks) for recordation with the United States Patent and Trademark Office.

C. GECC desires to terminate the Supplemental Security Agreement (Trademarks) and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. The Supplemental Security Agreement (Trademarks), and GECC's security interest in the Trademark Collateral (including the Trademarks listed in Schedule I hereto), is hereby terminated and released.

2. GECC represents and warrants that it has the power and authority to execute this Termination.

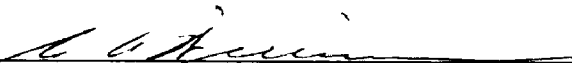
3. GECC represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.

4. GECC hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested and are required in order to more fully and effectively carry out the purposes of this Termination.

5. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: 
Name: Clarence A. Williamson
Title: Its Duly Authorized Signatory

A&J CHEESE COMPANY
a California corporation

By: _____
Name: Jack C. Gaglio
Title: President

By: _____
Name: Mathilda McBride
Title: Secretary

FROM PAUL HASTINGS, JANOFSKY, & WALKER

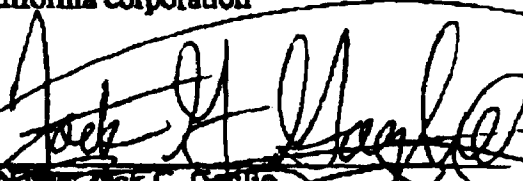
(FRI) 10:30:98 10:59/ST. 10:57/NO 4261705739 P. 5


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name: Clarence A. Williamson
Title: Its Duly Authorized Signatory

A&J CHEESE COMPANY
a California corporation

By: 
Name: Jack C. Saglio
Title: President

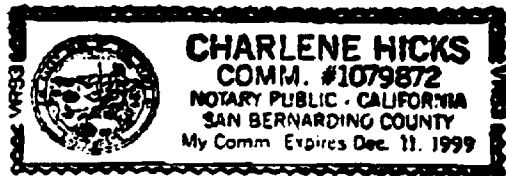
By: 
Name: Mathilda McBride
Title: Secretary

Security Agreement Termination and Release (Trademarks)

STATE OF CA)
COUNTY OF San Bernardino) ss.

On 10/30, 1998 before me, CHARLENE HICKS, personally appeared TACK G GAGLIO (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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Charlene Hicks
SIGNATURE

My Commission Expires on:

12-11-99

Security Agreement Termination and Release (Trademarks)

STATE OF CA)
COUNTY OF San Bernardino) ss.

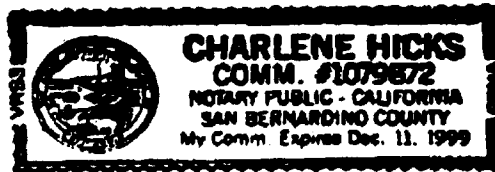
On 10/30, 1998 before me CHARLENE HICKS personally appeared MATHILDA MCBRIDE (personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Charlene Hicks
SIGNATURE

My Commission Expires on:

12-11-99



SCHEDULE 1

Existing and Pending Trademarks

ALLCHEE

Registration No. 2,187,815

ANDRINA

Registration No. 2,121,801

CALIFORNIA RICHFIELD

Registration No. 2,178,118

CASA de QUESO

Registration No. 2,161,731

GENCO

Registration No. 2,107,257

REALE Brand

Registration No. 2,129,005

Pending Trademarks:

A&J CHEESE CO.

Application pending

GIA'S PIZZA

Serial Number 75/383996

LAPPIZZA RELLA

Serial Number 75/372876