

02-24-1999

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

# RECORDATION FORM C TRADEMARKS



COMMERCE  
Trademark Office

100970218

1999 FEB 17 PM 2:51

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

1. Name of conveying party(ies):

A&J Cheese Company

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

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

3. Nature of conveyance:

2-17-99

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

Execution Date: October 30, 1998

2. Name and address of receiving party(ies):

Name: Comerica Bank - California

Internal Address: \_\_\_\_\_

Street Address: 21530 Oxnard Street

City: Woodland Hills State: CA ZIP: 91367

- 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

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

A. Trademark Application No.(s)

75/596,082

B. Trademark Registration No.(s)

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: 10100 Santa Monica Boulevard

Suite 2200

City: Los Angeles State: CA ZIP: 90067-2192

6. Total number of applications and registrations involved: ..... [ 1 ]

7. Total fee (37 CFR 3.41) ..... \$ 40.00

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)

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.

Ana Maria Z. Fredgren

Name of Person Signing

Signature

2/11/99  
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

## **SECURITY AGREEMENT TERMINATION AND RELEASE (Trademarks)**

This Security Agreement Termination and Release (this "Termination") is made and entered into as of this 30<sup>th</sup> 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.

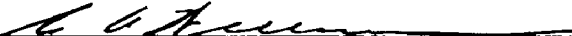
3. GECC represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.

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

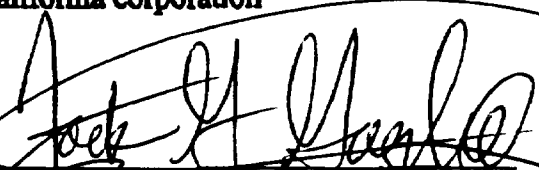


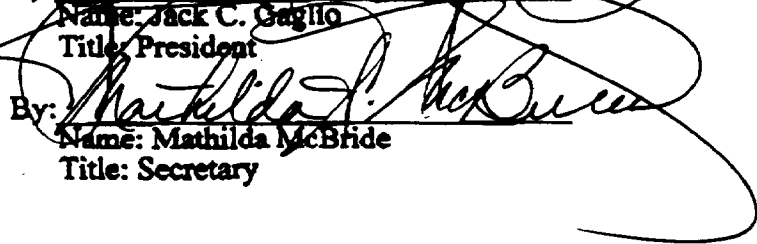
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a New York corporation

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



**Security Agreement Termination and Release (Trademarks)**

STATE OF CA )  
 ) ss.  
COUNTY OF San Bernardino

On 10/30, 1998 before me CHARLENE HICKS personally appeared MATILDA 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.**

Serial Number 75/596,082

**GIA'S PIZZA**

Serial Number 75/383,996

**LAPPIZZA RELLA**

Serial Number 75/372,876