

04-19-1999

FORM PT-158
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4-19-99

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

4.19.99

1. Name of conveying party(ies):
NATIONSBANK, N.A., as Administrative Agent
 901 Main Street
 Dallas, Texas 75202

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

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

2. Name and address of receiving party(ies):
 Name: EL MOLINO FOODS, INC.
 Internal Address: _____
 Street Address: 100 South Fourth Street, Suite 1010
 City: Saint Louis State: MO ZIP: 63102

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Lien and Security Interest

Execution Date: February 26, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 registration number(s):
 A. Trademark Application No.(s)
SEE ATTACHED EXHIBIT A

B. Trademark registration No.(s)
SEE ATTACHED EXHIBIT A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corp
 Internal Address: _____
 Street Address: 400 Seventh St NW
Suite 101
Washington
 City: _____ State: DC ZIP: 20006

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115⁰⁰
 Enclosed
 Authorized to be charged to deposit account

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

04/22/1999 VBRDWN 00000023 1266449

DO NOT USE THIS SPACE

01 FC:481
02 FC:192

40.00 OP
73.00 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

Richard ROEL Richard Roel 4/13/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

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

SCHEDULE A

EL MOLINO FOODS, INC.

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
RANCHO EL MOLINO <RANCH THE MILL>	1,266,449	2/7/84
RANCHO EL MOLINO <THE MILL RANCH>	1,232,907	3/29/83
EL MOLINO <THE MILL>	1,232,906	3/29/83
LITTLE PANCHO and Design	1,115,050	3/13/79

RELEASE OF SECURITY INTEREST

WHEREAS, EL MOLINO FOODS, INC. granted NATIONSBANK, N.A., as Administrative Agent for certain institutional lenders (the "Agent"), a lien on and a security interest in and to the trademarks identified in Schedule A attached hereto and by this reference made a part hereof (the "Trademarks"), pursuant to a Security Agreement dated September 10, 1998 (the "Security Agreement");

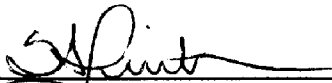
WHEREAS, notice of the Security Agreement was recorded with the United States Patent and Trademark Office on September 25, 1998 at Trademark Reel 1794 at Frame 0264;

WHEREAS, the Agent desires to cancel and terminate all of its liens and security interests on or against the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Agent hereby releases unto EL MOLINO FOODS, INC., effective as of the date hereof, (i) any lien or security interest in and to the Trademarks appearing on Schedule A and any foreign patents, trademarks or applications as set out in the schedules to the Security Agreement, (ii) all books and records relating to the Trademarks, (iii) any products involving the Trademarks, (iv) any and all proceeds thereof, (v) any interest ever possessed by the Agent in any claims by EL MOLINO FOODS, INC. against third parties for infringement of the Trademarks and the proceeds therefrom and (vi) any licensing royalties related to the Trademarks.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this instrument as of February 26, 1999.

NATIONSBANK, N.A., as Administrative Agent

By: 
Name: Steven A. Linton
Title: Vice President