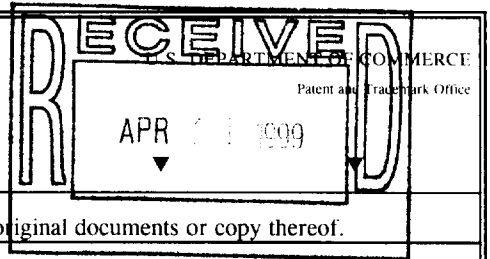


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To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): HELLER FINANCIAL, INC.

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

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

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

Name: Burns & Ricker, Inc.

Internal Address: _____

Street Address: 426 Eagle Rock Avenue

City: Roseland State: NJ ZIP: 07068

- 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
(Designation 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 Termination and Release of Trademark Security Agreement

Execution Date: March 12, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,306,252; 1,456,716; 1,484,475; 1,684,571; 1,515,619; 1,562,411; 1,986,965; 1,784,310; 1,592,608; 1,623,858

Additional numbers attached? Yes No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

05/05/1999 DMGUYEN 00000330 1306252

01 FC:481 40.00 OP

02 FC:482 225.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$265

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached 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.

Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

4-21-99
Date

Total number of pages comprising cover sheet: 4

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

WHEREAS BURNS & RICKER, INC., a Delaware corporation with offices at 426 Eagle Rock Avenue, Roseland, New Jersey 07068, U.S.A. ("BURNS") and HELLER FINANCIAL, INC., a Delaware corporation with offices at 500 W. Monroe, Chicago, Illinois 60661, U.S.A. ("HELLER") entered into a Trademark Security Agreement (the "Security Agreement") pursuant to which BURNS granted to HELLER a security interest (the "Security Interest") in certain Trademark Collateral (as defined in the Security Agreement), including, without limitation, the U.S. trademark registrations and/or applications shown in the attached **Schedule A** (collectively, the "Trademarks");

WHEREAS, BURNS granted the Security Interest to HELLER in order to secure the complete and timely payment and performance by BURNS of certain obligations (as defined in the Security Agreement and agreements referenced therein, the "Obligations");

AND WHEREAS, BURNS has satisfied all of the Obligations in full and has fully performed its covenants and undertakings under the Security Agreement and Heller is therefore obligated to release the Security Interest;

NOW THEREFORE, in consideration of the foregoing and intending to legally bound, HELLER hereby releases and terminates the Security Interest and waives and relinquishes all its rights, powers, privileges and remedies with respect to BURNS, its successors and assigns, under the Security Agreement, hereby sells, assigns, transfers and sets over to BURNS and its successors and assigns any right, title or interest in or to the Trademark Collateral, including without limitation, all rights in and to the Trademarks and any Trademark Collateral BURNS may have acquired, and hereby releases BURNS, its successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement.

HELLER FINANCIAL, INC.

By: _____

Name: _____

Title: AVP

Dated: _____

STATE OF ILLINOIS

COUNTY OF COOK

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ss.

On the 12th day of March, 1999 before me personally came Jacqueline Herms to me known, who did depose and say that she is A/P of HELLER FINANCIAL, INC., the corporation described in the foregoing instrument and is authorized to execute the foregoing instrument on behalf of HELLER FINANCIAL, INC.



Elizabeth E. Motts
Notary Public

Schedule A

U.S. Trademarks

Trademarks Owned by Burns & Ricker, Inc.

Trademark	Reg./App. No.	Reg. Date	Country
Bagel Crisps	1,306,252	11/20/84	United States
Burns & Ricker	1,456,716	9/8/87	United States
Classic Tuscany Toast and Design	1,484,475	4/12/88	United States
Crispini	1,684,571	4/28/92	United States
New York Style	1,515,619	12/6/88	United States
Pita Crisps	1,562,411	10/24/89	United States
Tuscany Toast	1,986,965	7/16/96	United States
Wheat Stalk Design (background)	1,784,310	7/27/93	United States
Wheat Stalk Design (background)	1,592,608	4/17/90	United States
Wheat Stalk Design (foreground)	1,623,858	11/20/90	United States