

7-9-99

07-09-1999



101061560

To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):

Castleberry's Food Company
994 Ocean Drive
Cape May, New Jersey

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

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

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

Name: NationsBank of Georgia, National Association

Internal Address:

Street Address: 600 Peachtree Street

City Atlanta State GA ZIP 30308

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

Execution Date: June 25, 1999

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

A. Trademark Application No.(s)

825,879 1,107,445, 275,915

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: Pamela A. Allen

Internal Address:

King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

Enclosed \$120.00 expedited fee

Authorized to be charged to deposit account

8. Deposit account number: 110980

(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.

Pamela A. Allen

Pamela A. Allen

7/6/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/09/1999 DCOATES 00000090 825879

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482
03 FC:484

40.00 OP
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TRADEMARK

REEL: 1893 FRAME: 0750

EXHIBIT A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Castleberry's	825,879	3-14-67
Poss' (Stylized)	1,107,445	11-28-78
AUSTEX	275,915	10-7-30


RELEASE OF COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned, NATIONSBANK, N.A., formerly known as NationsBank of Georgia, National Association (the "Secured Party"), does hereby grant, assign and convey absolutely, and release any security interest or collateral assignment in, unto CASTLEBERRY'S FOOD COMPANY, a Georgia corporation (the "Grantor"), without any representation or warranty of title and without recourse, all of its right, title and interest, in, to and under (i) the trademarks and trademark licenses listed on Exhibit A hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights, benefits and privileges corresponding thereto throughout the world, and (vi) all goodwill of the business connected with and symbolized by such trademarks and trademark licenses (collectively, the "Trademark Rights") to the extent any of the foregoing was transferred to the Secured Party and filed in the United States Patent and Trademark Office on July 15, 1999, at the Reel 1211, Frame 0362.

IN WITNESS WHEREOF, the Secured Party has caused this Release of Collateral Assignment and Trademark Security Agreement to be executed under seal by one of its a duly authorized officers on this 25th day of June, 1999.

SECURED PARTY:

NATIONSBANK, N.A., formerly known as
NATIONSBANK OF GEORGIA, NATIONAL
ASSOCIATION

By: 
Name: Casey Cosgrove
Title: Vice President

Illinois
STATE OF ~~GEORGIA~~)

COUNTY OF Cook) ss.:
)

The foregoing Release of Collateral Assignment and Trademark Security Agreement was executed and acknowledged before me this 25th day of June, 1999, by CASEY COSGROVE, personally known to me to be the VICE PRESIDENT of NATIONSBANK, N.A.

Sarah D. Glasper
Notary Public

My commission expires:

10-30-2002

"OFFICIAL SEAL"
SARAH D. GLASPER
Notary Public, State of Illinois
My Commission Expires 10-30-2002

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