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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks: Please return the enclosed 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 \_\_\_\_\_

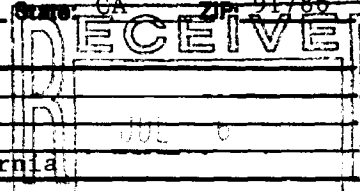
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: A&J Cheese Company  
Internal Address: \_\_\_\_\_  
Street Address: 1171 E. Foothill Blvd.  
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)  
75/596,082

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: Thomas E. Rohlf  
Internal Address: Loeb & Loeb LLP  
Street Address: 1000 Wilshire Blvd.  
Suite 1800  
City: Los Angeles State: CA ZIP: 90017-2475

6. Total number of applications and registrations involved: ..... 1 1 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)

07/08/1999 NTHA11 00000158 75596082  
0 FB-401 40.00 00

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.

Thomas E. Rohlf  
Name of Person Signing

*Thomas E. Rohlf*  
Signature

6/24/99  
Date

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

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.

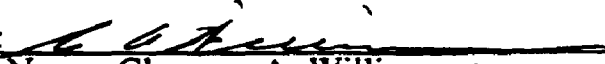
3. GECC represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.

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

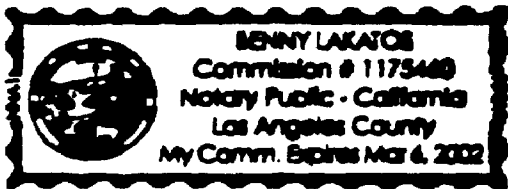
By: \_\_\_\_\_  
Name: Mathilda McBride  
Title: Secretary

Security Agreement Termination and Release (Trademarks)

STATE OF CALIFORNIA )  
  ) ss.  
COUNTY OF LOS ANGELES )

On OCTOBER 30, 1998 before me, BENNY LAKATOS, personally appeared CLARENCE A. WILLIAMSON ~~(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.



Benny Lakatos  
SIGNATURE

My Commission Expires on:


3/6/2002

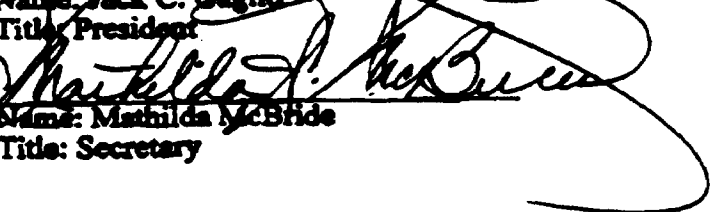
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**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: Mirthilda McBride  
Title: Secretary



Security Agreement Termination and Release (Trademarks)

STATE OF CA )  
COUNTY OF San Bernardino ) ss.

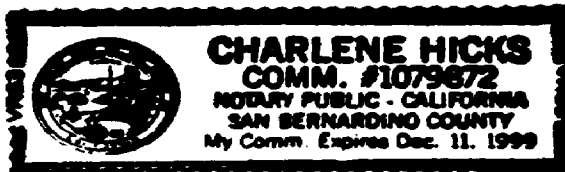
On 10/30, 1998 before me CHARLENE HICKS personally appeared MATILDA MCBRIDE (personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and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