

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



To the Honorable Commissioner

101266350

ached original documents or copy thereof.

1. Name of conveying party(ies):

Salerno Foods, L.L.C.

- Individual(s)
  - General Partnership
  - Corporation-State
  - Other a Delaware limited liability company
- Additional name(s) of conveying party(ies) attached?  Yes  No

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OPR/FINANCE

2. Name and address of receiving party(ies)

Name: Delicious Brands, Inc. f/k/a Delicious Frookie

Company Inc.

Street Address: 2070 Maple Street

City: Des Plaines State: Illinois ZIP: 60018

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Discharge of Recorded Security Interest
- Merger
- Change of Name

Execution Date: January 10, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 1,853,242; 1,809,421; 1,561,226; 1,555,978; 1,582,820; 1,520,007; 1,400,783; 1,188,855; 1,179,423; 834,843; 607,343; 439,154; and 1,754,579

Additional numbers attached?  Yes  No

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

Name: Devan V. Padmanabhan

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: . . . . .

13

7. Total fee (37 CFR 3.41). . . . . \$ 340.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

04-1420

(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.

Devan V. Padmanabhan  
Name of person Signing

Devan V. Padmanabhan  
Signature (Reg. No. 38,262)

Jan. 18, 2000  
Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

02/10/2000 TTOM11 00000251 1853242

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

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TRADEMARK

REEL: 002019 FRAME: 0601

DISCHARGE OF RECORDED SECURITY INTEREST

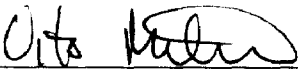
WHEREAS, by a <sup>Trademark</sup> Security Agreement dated as of April 3, 1998 (the "Security Agreement") Delicious Brands, Inc. f/k/a Delicious Frookie Company Inc. ("Delicious") granted a security interest in the United States trademarks listed in Exhibit A attached hereto (the "Collateral") to Salerno Foods, L.L.C. (hereinafter referred to as the "Secured Party"), in order to secure repayment of certain amounts then owing to the Secured Party (herein called the "Indebtedness").

AND WHEREAS the Security Agreement was recorded in the records of the United States Patent and Trademark Office (herein referred to as the "U.S. Patent Office") and such recordation is located on Reel 1710 at Frame 0034 of the U.S. Patent Office.

NOW THEREFORE, to all who it may concern be it known that for and in consideration of the payment to the Secured Party of the full amount of the Indebtedness, the Secured Party hereby (a) releases and discharges all the security interests granted by the Security Agreement, being the security interests granted in respect of the patents and trademarks and all other Collateral and (b) acknowledges, confirms and agrees that the Security Agreement is discharged, released and terminated and of no further force or effect.

Executed at Chicago, IL this 10 day of JANUARY, 2000 ~~1999~~.

SALERNO FOODS L.L.C.

By:   
(Authorized signatory)

By: Vito MITRA, MEMBER  
(Print name and title)

**EXHIBIT A**

**TRADEMARKS**

| <b><u>Mark</u></b> | <b><u>Registration No.</u></b> | <b><u>Registration Date</u></b> | <b><u>Filing Date</u></b> |
|--------------------|--------------------------------|---------------------------------|---------------------------|
| Frookitas          | 1,853,242                      | September 6, 1994               | February 19, 1993         |
| Frook Wheats       | 1,809,421                      | December 7, 1993                | December 17, 1992         |
| R.W. Frookie       | 1,561,226                      | October 17, 1989                | February 9, 1989          |
| Frookie            | 1,555,978                      | September 12, 1989              | January 11, 1989          |
| Delicious          | 1,582,820                      | February 13, 1990               | October 3, 1988           |
| Frookies           | 1,520,007                      | January 10, 1989                | April 30, 1987            |
| Delicious          | 1,400,783                      | July 8, 1986                    | June 3, 1985              |
| Salerno            | 1,188,855                      | February 2, 1982                | December 8, 1980          |
| Salerno            | 1,179,423                      | November 24, 1981               | December 8, 1980          |
| Scooter Pie        | 834,843                        | September 5, 1967               | October 7, 1964           |
| Salerno            | 607,343                        | June 14, 1955                   | February 17, 1954         |
| Mama's             | 439,154                        | June 8, 1948                    | August 6, 1945            |
| Frookwich          | 1,754,579                      | February 23, 1993               | May 13, 1991              |
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