

02-24-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/24/2000 DNGUYEN 0000052 74453407

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
825.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002030 FRAME: 0921

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74/453,407"/>	<input type="text" value="74/502,657"/>	<input type="text" value="74/506,357"/>
<input type="text" value="74/506,358"/>	<input type="text" value="74/506,352"/>	<input type="text" value="74/485,207"/>
<input type="text" value="74/514,071"/>	<input type="text" value="74/504,591"/>	<input type="text"/>

<input type="text" value="1,453,346"/>	<input type="text" value="686,975"/>	<input type="text" value="1,479,787"/>
<input type="text" value="1,494,407"/>	<input type="text" value="1,598,833"/>	<input type="text" value="615,939"/>
<input type="text" value="1,628,519"/>	<input type="text" value="1,644,544"/>	<input type="text" value="552,760"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

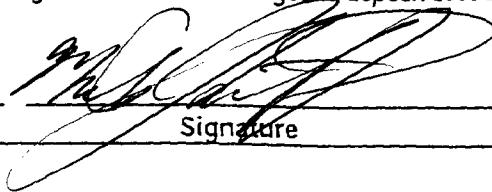
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing


Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1615C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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City

State/Country

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Individual General Partnership Limited Partnership

Corporation Association

Other

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1,545,495	1,545,497	1,740,032
1,780,446	644,518	1,078,017
1,012,619	387,966	1,461,210
1,518,184	1,614,397	631,885
1,955,351	1,727,936	1,736,865
1,738,509	1,738,510	

TRADEMARK

REEL: 002030 FRAME: 0923

Additional Receiving Parties

York Snacks, Inc.
P.O. Box 590
York, Pennsylvania 17405
a Pennsylvania corporation

Amerifoods Companies, Inc.
260 Old Philadelphia Pike
Lancaster, Pennsylvania 17602
a Delaware corporation

Bon Ton Foods, Inc.
1120 Zinn's Quarry Road
York, Pennsylvania 17404
a Maryland corporation

The Harrison Group
840 Jersey Street
Harrison, New Jersey 07029
a Delaware corporation

Linda's Pita, Inc.
840 Jersey Street
Harrison, New Jersey 07029
a New Jersey Corporation

RELEASE AND REASSIGNMENT

This RELEASE AND REASSIGNMENT is made as of this 31st day of December, 1999, by Bankers Trust Company, having a principal place of business at 130 Liberty Street, New York, New York 10006 ("Secured Party");

WHEREAS, the Secured Party and Amerifoods Companies, Inc., The Harrison Group, York Foods, Inc., York Snacks, Inc., Bon Ton Foods, Inc., and Linda's Pita, Inc. (collectively, the "Grantors") have entered into the following agreements (collectively "Assignments") pursuant to which the Grantors granted a security interest in and collateral assignment of the Trademarks listed in Exhibit A hereto, as security for the Grantor's performance of certain "Obligations" (as defined in the Assignments):

- (a) a Trademark Security Agreement dated as of August 25, 1994, recorded in the U.S. Patent and Trademark Office at Reel No. 1201, Frame No. 255; and
- (b) amendment to Trademark Security Agreement dated as of October 18, 1994, recorded in the U.S. Patent and Trademark Office at Reel No. 1238, Frame No. 463.

WHEREAS, the Grantors have requested that the Secured Party release their security interest in the Trademarks and reassign the same to the Grantors.

- 1) The Secured Party hereby: (i) releases its security interest in and collateral assignment of the Trademarks; (ii) fully releases the Grantors from any and all obligations and duties under the Assignments; and (iii) confirms

that the Assignments are hereby terminated and of no further force and effect.

2) The Secured Party hereby reassigns, grants and conveys to the Grantors all of the Secured Party's right, title and interest in and to:

(a) the trademarks listed on Exhibit A hereto, including all related trademark registrations, interests under trademark license agreements, trade names and trademark applications for which registrations have been issued or applied for to the United States Patent and Trademark Office and all renewals, income, and royalties thereof and payments due and/or payable with respect thereto, including without limitation, payments under all licenses entered into in connection therewith, the right to bring actions for past, present, and future infringements and all rights corresponding thereto, including without limitation, the right to retain all profits and damages from such past infringements, and all proceeds of any of the foregoing (all of the foregoing shall hereinafter be referred to as the "Trademarks"); and

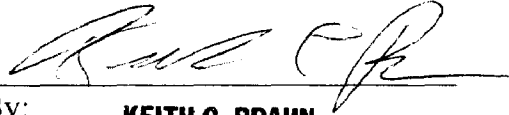
(b) the goodwill related to each Trademark.

3) The Secured Party shall promptly prepare, execute and deliver to the Grantor from time to time all such documents and instruments and financing statements, in form suitable for recording at the United States Patent and Trademark Office or other appropriate governmental office,

and take such further action as the Grantors may deem necessary or proper, to evidence or effectuate the foregoing.

IN WITNESS WHEREOF, the Secured Party has executed this Agreement as a sealed instrument as of the date first above written.

BANKERS TRUST COMPANY



By: **KEITH C. BRAUN**
Title: **VICE PRESIDENT**
Date: December 31, 1999

EXHIBIT A**United States Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COLLEGE PARK	1,453,346	8/18/87
LG	686,975	10/20/59
LOTS OF GOODNESS	1,479,787	3/8/88
POTATO THIX	1,494,407	6/28/88
CRUNCH BUNCH	1,598,833	5/29/90
MRS. IHRIE'S	615,939	11/8/55
Lion Design	1,628,519	12/18/90
WILD'S	1,644,544	5/14/91
BON TON and Design	552,760	1/1/52
BON TON	1,545,495	6/27/89
BON TON Stylized	1,545,497	6/27/89
Miscellaneous Design	1,740,032	12/15/92
Miscellaneous Design	1,780,446	7/6/93
HOLIDAY HOUSE	644,518	4/23/57
BALDIES	1,078,017	11/22/77
TINY THINS	1,012,619	6/3/75
TRITZELS	387,966	6/10/41
CABANA	1,461,210	10/13/87
CABANA	1,518,184	12/27/88
CABANA	1,614,397	4/16/91
SO GOOD	631,885	7/31/56
PYRAMID	74/453,407	10/27/93
PYRAMID PITA BREAD and Design	74/502,657	3/17/94
LIPSNACKERS	74/506,357	3/24/94
BON TON CHEESE CURLIES	74/506,358	3/24/94
BON TON CHEESE CRUNCHIES	1,955,351	3/24/94
SLIM SENSATIONS	74/506,352	3/24/94
ANDERSON and Design	74/485,207	2/1/94

CABANA Stylized	74/514,071	4/19/94
SHRA-LIN'S	74/504,591	3/24/94
OBNACHOS	1,727,936	10/27/92
CASA RICA and Design	1,736,865	12/1/92
YORK	1,738,509	12/8/92
Ear of Corn Design	1,738,510	12/8/92

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