

MND 3/10/00

04-11-2000

FORM PTO-1594



COVER SHEET U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

To the Honorable Commissioner

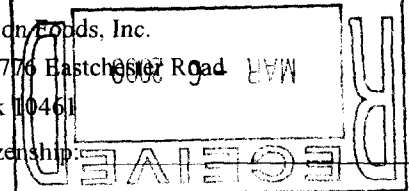
101314097

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Chase Manhattan Bank, The  
270 Park Avenue  
New York, New York 10017

Name and address of receiving party(ies):

Name: Old London Foods, Inc.  
Street Address: 1776 Eastchester Road  
Bronx, New York 10461



- Individual(s)
- General Partnership
- Corporation - State (New York)
- Other:

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporate - Delaware
- Other:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release of Security Interest in Trademarks

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
75677401

B. Trademark Registration No.(s)

736133; 1126014; 932365; 920822; 299766; 2300123;  
1497300; 1597681; 566424; 523711; 720082; 1772516;  
2024973; 1466472; 1300833 and 937699.

Additional numbers attached?  Yes  No

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

Name: Jamie J. Fitzgerald, Esq.  
Internal Address: Cummings & Lockwood  
Street Address: 700 State Street  
P.O. Box 1960  
City: New Haven State: CT Zip: 06509-1960

6. Total number of applications and registrations involved: ..... [ 17 ]

7. Total fee (37 CFR 3.41):..... \$440.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 11-0231

(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.

Jamie J. Fitzgerald

Signature

2/29/00

Date

Total number of pages including cover sheet, attachments and documents: [ 3 ]

04/11/2000 ISH00077 00000015 75677401

01 FC:481  
02 FC:482

40.00 OP  
400.00 OP

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

Reference is made to that certain Security Agreement, dated as of February 8, 2000 (the "Agreement"), made by OLD LONDON FOODS, INC. ("Grantor") in favor of THE CHASE MANHATTAN BANK, AS ADMINISTRATIVE AND COLLATERAL AGENT (the "Agent").

The Agent, with a principal place of business at 270 Park Avenue, New York, New York 10017, hereby: (a) releases any and all security interest in Grantor's (i) trademarks, service marks and the United States and foreign country registrations and applications therefor, including without limitation, the goodwill associated therewith and represented thereby (individually, a "Trademark" and collectively, the "Trademark Collateral"), including without limitation, the Trademarks set forth on Schedule A hereto, (ii) common law rights to any of the Trademark Collateral, (iii) reissues, renewals, and extensions thereof, (iv) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising and (v) proceeds of any of the foregoing; (b) terminates its rights under the Agreement; and (c) acknowledges the sufficiency and completeness of this document to terminate the security interests granted by the Agreement.

THE CHASE MANHATTAN BANK

By: Patricia Leva

Name: Patricia Leva

Title: Vice President

Dated this 8<sup>th</sup> day of February, 2000.

**Schedule A**  
**I. SCHEDULE OF TRADEMARKS - U.S.**

<b>TRADEMARK</b>	<b>APP. SERIAL NO.</b>	<b>FILING DATE</b>
CHEEZ WAFFIES	736133	08/14/62
DESIGN ONLY	1126014	10/16/79
DESIGN ONLY	932365	04/11/72
DEVONSHEER	920822	09/21/71
DEVONSHEER (STYLIZED)	299766	12/20/32
DEVONSHEER & DESIGN	2300123	12/14/99
FLATS	1497300	07/19/88
JJ FLATS (STYLIZED)	1597681	05/22/90
MELBA ROUNDS (STYLIZED)	566424	11/04/52
OLD LONDON (STYLIZED)	523711	04/11/50
OLD LONDON & DESIGN	720082	08/15/61
OLD LONDON & DESIGN	1772516	05/18/93
OLD LONDON & DESIGN	2024973	12/24/96
QUALITY HEARTH & DESIGN	1466472	11/24/87
TOASTETTES	1300833	10/16/84
WAFFIES	937699	07/11/72

**II. SCHEDULE OF TRADEMARKS - U.S. (PENDING)**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>DATE OF REG.</b>
OLD LONDON COFFEE TOPPERS	(75/677401)	(04/08/99)

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