RECO 04-18-2000 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

03-14-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #11

MNP 3/14/00

101324122

...ioner of Patent ...ched original documents or copy thereof.

1. Name of conveying party(ies):

General Electric Capital Corporation, as agent

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State NY
☐ Other

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

2. Name and address of receiving party(ies)

Name: Houston Processing Limited

Internal Address:

Street Address: 3100 Canal St.

City: Houston State: TX ZIP: 77003

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Texas
☐ 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 Release of Trademarks

Execution Date: February 7, 2000

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

A. Trademark Application No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) $ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

04/17/2000 DCDATES 00000135 443504
01 FC:481 40.00 OP
02 FC:482 200.00 OP

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.

Laura Konrath
Name of Person Signing

L Konrath
Signature

2/18/00
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 & Trademarks, Box Assignments

TRADEMARK
REEL: 002053 FRAME: 0366

Continuation Item 4

Trademark Registrations:

	Mark	Reg. No.	Date
1	Hafnia	443,504	N/A
2	Hafnia & Design	1,057,810	N/A
3	Continental & Design	935,446	N/A
	Continental	28,013 (TX)	N/A
4	Country Ribbon	1,545,498	N/A
5	Pak-a-Lunch	1,788,934	N/A

Trademark Applications:

6 1. AMERICAN VALU, Serial No. 75/140,331 (Intent to Use)

7 2. BACON GRILL, Serial No. 75/109,074

8 3. CHAMP, Serial No. 75/175,057 (Intent to Use)

4. CONTINENTAL LEAN & LOW, Mexican Serial No. 250,997

5. HAFNIA LEAN & LOW and DESIGN, Mexican Serial Nos. 247,784 (Blue) and 247,785 (Red)

9 6. PREMIUM CHOICE, Serial No. 74/617,244 (Intent to Use/Statement to Use Application)

Trademark Licenses

1. DANEFRESH, Registration No. 1,311,264 owned by Tulip International A/S and licensed to International Trading Company, Ltd.

2. PAK-A-LUNCH, licensed by International Trading Company, Ltd. To Dixie Packers, Inc. (Winn-Dixie Grocery Stores)

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of FEBRUARY 7, 2000 by General Electric Capital Corporation, as Agent ("GECC").

WHEREAS, GECC and Houston Processing Limited ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of June 27, 1997;

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on July 3, 1997 at Reel 1605, Frame 0904 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
AS AGENT

By: _____
Name: GLENN P. BARTLEY
Title DULY AUTHORIZED SIGNATORY

SCHEDULE A

TO

RELEASE OF TRADEMARKS

Trademark Registrations:

Mark	Reg. No.	Date
Hafnia	443,504	N/A
Hafnia & Design	1,057,810	N/A
Continental & Design	935,446	N/A
Continental	28,013 (TX)	N/A
Country Ribbon	1,545,498	N/A
Pak-a-Lunch	1,788,934	N/A

Trademark Applications:

1. AMERICAN VALU, Serial No. 75/140,331 (Intent to Use)
2. BACON GRILL, Serial No. 75/109,074
3. CHAMP, Serial No. 75/175,057 (Intent to Use)
4. CONTINENTAL LEAN & LOW, Mexican Serial No. 250,997
5. HAFNIA LEAN & LOW and DESIGN, Mexican Serial Nos. 247,784 (Blue) and 247,785 (Red)
6. PREMIUM CHOICE, Serial No. 74/617,244 (Intent to Use/Statement to Use Application)

Trademark Licenses

1. DANEFRESH, Registration No. 1,311,264 owned by Tulip International A/S and licensed to International Trading Company, Ltd.
2. PAK-A-LUNCH, licensed by International Trading Company, Ltd. To Dixie Packers, Inc. (Winn-Dixie Grocery Stores)

HPL is licensed by various customers to package products under trademarks owned by the customers.

Alum Rock Food Service
American Stores
Amigo Meat Distributing
Arm National
Bar-S Foods
Bi-Lo, Inc.
Bova Food Distributors, Inc.
Brookshire Brothers Company
Bryan Foods
Butler Foods
Carlos Malave & Co., Inc.
CKF Foods, Inc.
Demoulas
Farm Fresh
Fiesta Mart, Inc.
Fleming Companies, Inc.
Fred Meyer, Inc.
Giant Eagle, Inc.
Harris Teeter, Inc.
Hillshire Farms
Houchens Industries
Industrias Alimenticias Club, S.A.
John Morrell & Company
King Cotton Foods
Kint & Associates
Lay Packing Company
Manada Fine Meats
Miller's Super Valu Foods
National Procurement & Logistics Company
Parks Sausage Company
Peer Foods, Inc.
Prefco/Blue Ribbon
Raley's
Randall's Food Markets
Seitz Brand
SMG, Inc.
Supreme Pizza
Swift-Armour Sociedad Anonima Argentina
Topco Associates
Victory Markets/Great American
Von's Companies, Inc.
Western Family Foods
White's Frsh Foods, Inc.
Ziyad Brothers Importing

03-14-2000

U.S. Patent & TMOfc TM Mail Rcpt Dt. #11

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

(312) 558-6352

February 16, 2000

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Corporate Brands Foods of America/Project Colorado/Houston Processing

Dear Commissioner:

Enclosed is a Release of Trademarks together with a check in the amount of $240.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN

Laura L. Konrath
Senior Legal Assistant

LLK:kaj
Enclosures