

08-21-2000



101437629

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

7.24.00

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
6 26 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
6 26 00

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- 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.)

08/18/2000 MTHA11 00000272 1470878

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 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

TRADEMARK

REEL: 002122 FRAME: 0683

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,470,878"/>	<input type="text" value="431,208"/>	<input type="text" value="1,349,777"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="514,372"/>	<input type="text" value="1,650,296"/>	<input type="text" value="1,685,810"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="849,543"/>	<input type="text" value="828,283"/>	<input type="text" value="732,209"/>

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.

Arthur M. Lieberman
Name of Person Signing

Signature

7/19/2000
Date Signed

**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTERESTS IN TRADEMARK COLLATERAL**

Wey THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL ("Reassignment") made as of the 26 day of ~~March~~ June, 2000 between, VSF Brands, Inc., a Delaware corporation with its principal place of business at 10 Charlam Drive, Braintree, MA 02184 (herein "VSF"), and Bank Polska Kasa Opieki S.A., Pekao S.A. Group, New York Branch, a federal branch organized under the National Bank Act, with offices at 470 Park Avenue South, New York, New York 10016 (herein "Bank Polska").

W I T N E S S E T H

WHEREAS, pursuant to the Grant of Security Interest in Patents, Trademarks and Licenses, dated July 20, 1998, between VSF and Bank Polska (the "Grant of Security Interest"), VSF granted, pledged and assigned to Bank Polska a lien on and a security interest in all trademarks, trademark registrations and related intellectual property of VSF;

WHEREAS, is the intent of Bank Polska to provide VSF a partial release of said lien and security interest granted, pledged and assigned by VSF under said Grant of Security Interest, as set forth herein;

NOW THEREFORE, in consideration of the promises, contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Bank Polska has released and terminated and does hereby release and terminate all liens and security interests only in those certain properties of VSF described in paragraph 2 below which were assigned, pledged and granted to Bank Polska under and pursuant to the Grant of Security Interest and further, hereby assigns, conveys, grants, transfers and releases to VSF and hereby assigns, conveys, grants, transfers and releases to VSF all of Bank Polska's right, title and interest, in and to the following assigned, pledged and granted properties, whether owned by VSF at the time of said assignment, pledge and grant under and pursuant to the Grant of Security Interest or thereafter acquired by VSF:

(a) All registrations (collectively, the "Registrations") of those trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and/or business identifiers whether, now owned or hereafter acquired by VSF, which are described in paragraph 2, below (collectively the "Marks"), and all related applications related to such marks (collectively the "Applications").

(b) The goodwill of the business of VSF symbolized by each of the Marks that are the subject of the Registrations, Marks and Applications as set forth in paragraph 2.

(c) All right, title and interest of VSF in and to any cause of action that has theretofore arisen or that may arise with respect to unconsented use or infringement of the Registrations or the Marks or the Applications.

2. As used herein, the term Marks shall only include the following:

UNITED STATES

Tahiti Joe	U.S.	1,470,878
Cramore's	U.S.	431,208
Raffetto	U.S.	1,349,777
Raffetto (Stylized Letters)	U.S.	514,372
Proud Mary	U.S.	1,650,296
Club Tahiti	U.S.	1,685,810
Mi-Lem (Stylized Letters)	U.S.	849,543
Mi-Lem	U.S.	828,283
Mi-Lem 3'N 1 & Design	U.S.	732,209

3. The parties hereto, VSF and Bank Polska, hereby agree that the Grant of Security Interest is hereby canceled and rendered null and void only insofar as and to the extent it pertains to the Registrations, Marks, Applications, and goodwill and causes of action associated with them, described in paragraph 2, above, and all rights and obligations thereunder to the extent that they pertain to the Marks, Applications, or Registrations.

4. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Reassignment.

5. This Reassignment shall be governed by and construed in accordance with the laws of the State of Massachusetts.

6. This Reassignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Termination, Release and Reassignment of Security Interests in Trademark Collateral to be duly

executed and delivered as a sealed instrument, by a duly authorized officer on the date and year first above written.

BANK POLSKA KASA OPIEKI

By: _____

Name:

Title:

[Handwritten Signature]
Sandy Walter
Vice President

VSF BRANDS, INC.

By: _____

Name:

Title:

00394968.DOC/22567.0

executed and delivered as a sealed instrument, by a duly authorized officer on the date and year first above written.

BANK POLSKA KASA OPIEKI

By: _____
Name:
Title:

VSF BRANDS, INC.

By: *S. H. Jones*
Name: *S. H. Jones*
Title: *PRESIDENT*

00394968/22567.0

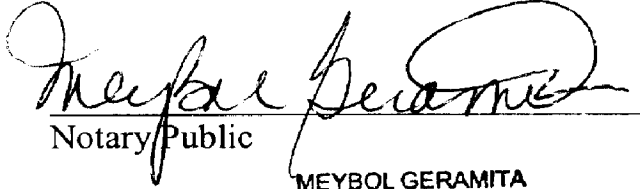
STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

On this 26 day of ~~February~~ ^{June} 2000, before me personally came HARVEY WINTER, to me known, who being by me duly sworn, did depose and say that he resides at _____; he is the VICE PRESIDENT of Bank Polska Kasa Opieki S.A., Pekao S.A. Group, New York Branch described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said bank and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.


Notary Public

MEYBOL GERAMITA
Notary Public, State of New York
No. 41-4680430
Qualified in Queens County
Certificate Filed in New York County
Commission Expires July 31, 2000

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this ____ day of February 2000, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____; he is the _____ of VSF Brands, Inc., the corporation described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said corporation and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS:

On this ___ day of June 2000, before me personally came _____
_____, to me known, who being by me duly sworn, did depose and say that
he resides at _____;
he is the _____ of Bank Polska Kasa Opieki S.A., Pekao S.A.
Group, New York Branch described in and which executed the above instrument; and he
has been authorized to execute said instrument on behalf of said bank and that he signed
said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public

COMMONWEALTH OF MASSACHUSETTS

~~STATE OF NEW YORK)
)
COUNTY OF NEW YORK)~~

SS:

On this 27th day of June 2000, before me on personally came
SCOTT L. JONES, to me known, who being by me duly sworn, did depose
and say that he resides at _____;
that he is the PRESIDENT of VSF Brands, Inc., the corporation
described in and which executed the above instrument; and he has been authorized to
execute said instrument on behalf of said corporation and that he signed said instrument
on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Elizabeth A. McCarthy
Notary Public

Elizabeth A. McCarthy
NOTARY PUBLIC
My Commission expires May 10, 2001

**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTERESTS IN TRADEMARK COLLATERAL**

JMS
THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL ("Reassignment") made as of the 26 day of ~~March~~, 2000 between, VSF Brands, Inc., a Delaware corporation with its principal place of business at 10 Charlam Drive, Braintree, MA 02184 (herein "VSF"), and Bank Polska Kasa Opieki S.A., Pekao S.A. Group, New York Branch, a federal branch organized under the National Bank Act, with offices at 470 Park Avenue South, New York, New York 10016 (herein "Bank Polska").

W I T N E S S E T H

WHEREAS, pursuant to the Grant of Security Interest in Patents, Trademarks and Licenses, dated July 20, 1998, between VSF and Bank Polska (the "Grant of Security Interest"), VSF granted, pledged and assigned to Bank Polska a lien on and a security interest in all trademarks, trademark registrations and related intellectual property of VSF;

WHEREAS, is the intent of Bank Polska to provide VSF a partial release of said lien and security interest granted, pledged and assigned by VSF under said Grant of Security Interest, as set forth herein;

NOW THEREFORE, in consideration of the promises, contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Bank Polska has released and terminated and does hereby release and terminate all liens and security interests only in those certain properties of VSF described in paragraph 2 below which were assigned, pledged and granted to Bank Polska under and pursuant to the Grant of Security Interest and further, hereby assigns, conveys, grants, transfers and releases to VSF and hereby assigns, conveys, grants, transfers and releases to VSF all of Bank Polska's right, title and interest, in and to the following assigned, pledged and granted properties, whether owned by VSF at the time of said assignment, pledge and grant under and pursuant to the Grant of Security Interest or thereafter acquired by VSF:

(a) All registrations (collectively, the "Registrations") of those trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and/or business identifiers whether, now owned or hereafter acquired by VSF, which are described in paragraph 2, below (collectively the "Marks"), and all related applications related to such marks (collectively the "Applications").

(b) The goodwill of the business of VSF symbolized by each of the Marks that are the subject of the Registrations, Marks and Applications as set forth in paragraph 2.

(c) All right, title and interest of VSF in and to any cause of action that has theretofore arisen or that may arise with respect to unconsented use or infringement of the Registrations or the Marks or the Applications.

2. As used herein, the term Marks shall only include the following:

INTERNATIONAL

Tahiti Joe	Benelux	302308
Cramore's	Canada	109706
Raffetto	Italy	00575809
Raffetto	Sweden	60774

3. The parties hereto, VSF and Bank Polska, hereby agree that the Grant of Security Interest is hereby canceled and rendered null and void only insofar as and to the extent it pertains to the Registrations, Marks, Applications, and goodwill and causes of action associated with them, described in paragraph 2, above, and all rights and obligations thereunder to the extent that they pertain to the Marks, Applications, or Registrations.

4. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Reassignment.

5. This Reassignment shall be governed by and construed in accordance with the laws of the State of Massachusetts.

6. This Reassignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Termination, Release and Reassignment of Security Interests in Trademark Collateral to be duly

executed and delivered as a sealed instrument, by a duly authorized officer on the date and year first above written.

BANK POLSKA KASA OPIEKI

By: _____

Name:

Title:

[Handwritten Signature]
Ryszard W. [unclear]
[unclear] President

VSF BRANDS, INC.

By: _____

Name:

Title:

395032/22567.0

executed and delivered as a sealed instrument, by a duly authorized officer on the date and year first above written.

BANK POLSKA KASA OPIEKI

By: _____
Name:
Title:

VSF BRANDS, INC.

By: Scott E Jones
Name: Scott E Jones
Title: President

395032/22567.0

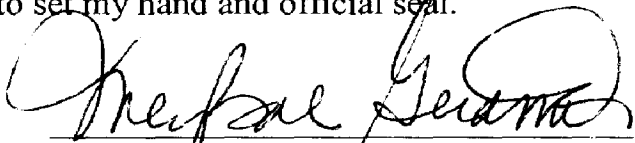
STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

On this 26 day of ~~February~~ ^{June} 2000, before me personally came Harvey Winter, to me known, who being by me duly sworn, did depose and say that he resides at _____; he is the VICE PRESIDENT of Bank Polska Kasa Opieki S.A., Pekao S.A. Group, New York Branch described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said bank and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Notary Public

MEYBOL GERAMITA
Notary Public, State of New York
No. 41-4680430
Qualified in Queens County
Certificate Filed in New York County
Commission Expires July 31, 2000

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this ____ day of February 2000, before me on personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of VSF Brands, Inc., the corporation described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said corporation and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public

STATE OF NEW YORK)
 :
COUNTY OF NEW YORK)

SS:

On this ___ day of June 2000, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____; he is the _____ of Bank Polska Kasa Opieki S.A., Pekao S.A. Group, New York Branch described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said bank and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public

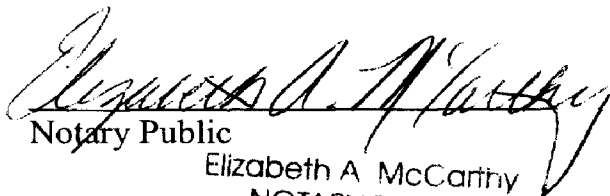
COMMONWEALTH OF MASSACHUSETTS

~~STATE OF NEW YORK)
 :
COUNTY OF NEW YORK)~~

ss.:

On this 21 day of June 2000, before me on personally came SCOTT L. JONES, to me known, who being by me duly sworn, did depose and say that he resides at _____; he is the PRESIDENT of VSF Brands, Inc., the corporation described in and which executed the above instrument; and he has been authorized to execute said instrument on behalf of said corporation and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.


Notary Public
Elizabeth A. McCarthy
NOTARY PUBLIC
My Commission expires May 10, 2002