

ABSOLUTE RELEASE OF TRADEMARK ASSIGNMENTS

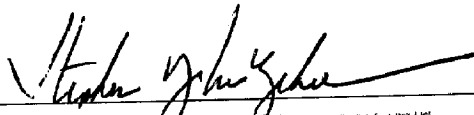
Reference is made to that certain Security Assignment (Trademarks) made by UNITED PLASTIC FILMS, INC., a Georgia corporation (the "Borrower"), in favor of The First National Bank of Boston, as the lender (the "Lender").

WHEREAS, in consideration of the payment in full of the obligations of that certain Loan and Security Agreement dated as of September 27, 1991 (as amended from time to time, the "Loan Agreement") between the Borrower and the Lender; and in full satisfaction of all of the Loan Documents (as defined in the Loan Agreement) dated on or about the date of the Loan Agreement, or satisfactory provision therefor, the Lender has agreed to release and terminate its security interests in the trademarks listed on the attached **SCHEDULE A**;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender does hereby release the trademarks listed on **SCHEDULE A** hereto, and the goodwill associated therewith, and all rights pertaining thereto, without recourse, representation or warranty of any kind.

IN WITNESS WHEREOF, the Lender has caused this Release to be effective as of the date of the original satisfaction of the above-referenced Loan Agreement, on or about the same date as its acquisition by ConAgra, Inc. in 1993.

FLEET NATIONAL BANK, formerly known as
BankBoston, N.A., also formerly known as The First
National Bank of Boston

By: 
Name: STEPHEN Y. McGEHEE
Title: MANAGING DIRECTOR

STATE OF GEORGIA)
)
COUNTY OF COBB) ss

On this 17th day of August 2000, before me, a Notary Public in and for the County and State aforesaid, personally appeared Stephen Y. McGehee, a duly authorized officer of Fleet National Bank, f/k/a BankBoston, N.A., f/k/a The First National Bank of Boston, a national banking association, who acknowledged the execution of the foregoing instrument as his/her own free and voluntary act for and on behalf of such entity and stated his/her execution on behalf of such entity was duly authorized and approved by all appropriate action of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Monica J Brasington
Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires July 30, 2002.

My commission expires: _____

[NOTARIAL SEAL]

SCHEDULE A

<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Date Issued / Filed</u>
FIESTA	1,447,472	July 14, 1987
E-Z TIE	1,497,663	July 26, 1988
BRUTE	1,554,627	September 5, 1989
JOBMASTER	74/109,424	October 26, 1990
BRAVO	74/109,425	October 26, 1990
DESIGN ONLY (Clam Shell Package Configuration)	74/149,964	March 21, 1991

TS 204329

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

February 10, 2000

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
NOVEMBER 01, 1991**



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

N. Williams
N. WILLIAMS
Certifying Officer

Received Aug-10-00 05:51pm

From-

To-HUNTON AND WILLIAMS

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**TRADEMARK
REEL: 002136 FRAME: 0336**

\$48.00 405

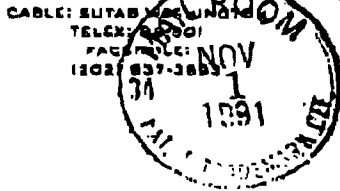
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SUTHERLAND, ASBILL & BRENNAN

1275 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20004-2404

(202) 382-0100

999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3998
(404) 853-8000

October 30, 1991

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231

Attn: Assignment Division

Re: U.S. Trademark Registration and Application
Serial Nos. 1,447,472, 1,497,663,
1,554,627, 74/109,424, 74/109,425, 74/149,964

Dear Sir:

Enclosed for recordation against the above-referenced U.S. Trademark Registrations and pending Applications for Registration is an original document titled "Security Assignment (Trademarks)" dated September 27, 1991.

This document creates the assignment of a continuing security interest in, and a continuing lien on, U.S. Trademark Registration Nos. 1,447,472, 1,497,663 and 1,554,627, and pending Application Serial Nos. 74/109,424, 74/109,425 and 74/149,964 by United Plastic Films, Inc., a Georgia corporation, to The First National Bank of Boston.

We respectfully request that you record this document against the referenced registrations and pending applications for registration, more completely identified as follows:

Trademark	Reg. No.	Reg. Date
FIESTA	1,447,472	July 14, 1987
E-Z TIE	1,497,663	July 26, 1988
BRUTE	1,554,627	September 5, 1989
JOBMASTER	74/109,424 (Serial No.)	October 26, 1990 (Filing Date)
BRAVO	74/109,425 (Serial No.)	October 26, 1990 (Filing Date)
DESIGN ONLY	74/149,964 (Serial No.)	March 21, 1991 (Filing Date)

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48.00 CK

Commissioner of Patents and Trademarks
October 30, 1991
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Enclosed is a check in the amount of \$48.00 in payment of the recordal fee. The Commissioner is hereby authorized to charge payment of any further fees that might be required in this matter, or credit any overpayment of such fees, to the deposit account of Sutherland, Asbill & Brennan, No. 19-5029.

Please contact the undersigned if you have any questions regarding this request.

Respectfully submitted,

SUTHERLAND ASBILL & BRENNAN

By *Elisabeth A. Langworthy*
Elisabeth A. Langworthy

Enclosures

Sutherland, Asbill & Brennan
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2404
(202) 383-0100

TRADE-MARK

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**SECURITY ASSIGNMENT
(Trademarks)**

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, UNITED PLASTIC FILMS, INC., a Georgia corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office and applications therefor as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of September 27, 1991 (the "Loan Agreement") between the Assignor, as borrower, and The First National Bank of Boston (the "Lender"), pursuant to which the Lender has, on the date hereof, made certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement, the Assignor has agreed to grant to the Lender a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) trademarks and trade names and registrations and applications for registration thereof and other rights corresponding thereto throughout the world, including, without limitation, the Trademarks listed on Schedule A hereto, and the goodwill of the business symbolized by the trademarks,

(b) licenses of the foregoing to which the Assignor is a party as licensee or licensor,

(c) renewals thereof,

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof,

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(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing to the Grantor,

(f) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement).

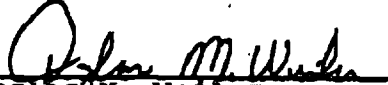
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Lender a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in and lien on the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of September 27, 1991.

UNITED PLASTIC FILMS, INC.

[CORPORATE SEAL]

By: 
Douglas M. Weller
President

Attest:


Leonard F. Kzygowski
Secretary

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STATE OF GEORGIA)

SS.:

COUNTY OF FULTON)

On this 27th day of September 1991, before me personally came Douglas M. Weiler, to me known, who, being by me duly sworn, did depose and say that he is President of United Plastic Films, Inc., the corporation described herein and which executed the foregoing instrument; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[NOTARIAL SEAL]

Nail P. Schachner
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES DECEMBER 13, 1993

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From-

To-HUNTON AND WILLIAMS

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TRADEMARK
REEL: 002136 FRAME: 0341

**SCHEDULE A
TRADEMARKS**

<u>Mark</u>	<u>Federal Registration/ Application No.</u>
BRUTE	1554627
Clam Shell Package Configuration	74/149964
FIESTA	
BRAVO	
JOBMASTER	
E-Z TIE	

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REEL 0824 FRAME 78

RECORDED
PATENT AND TRADEMARK
OFFICE

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From-

To-HUNTON AND WILLIAMS Page 09

RECORDED: 08/22/2000

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