

09-28-2000



101475465

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 9-1-00
- 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 Effective Date
Month Day Year
08/31/00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)

- Individual General Partnership Limited Partnership Corporation Association
 - Corporation Association
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

09/27/2000 JJALLAH2 0000020 2009258

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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 Practices. 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: 002149 FRAME: 0810

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="2,009,258"/>	<input type="text" value="869,197"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,990,676"/>	<input type="text" value="2,019,485"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,635,606"/>	<input type="text" value="1,946,300"/>	<input type="text"/>

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.

DAVID L. STREETER
VICE PRESIDENT

9/1/2000

Name of Person Signing

Signature

Date Signed

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, UniMark Foods, Inc., a Texas corporation and its affiliates (hereafter referred to collectively as "UniMark Foods") are using the following trademarks registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUNFRESH	2,009,258	October 22, 1996
SUNFRESH	1,990,676	August 6, 1996
FRUITS OF FOUR SEASONS	1,635,606	February 19, 1991
FRUITS OF FOUR SEASONS AND DESIGN	869,197	May 6, 1969
MISCELLANEOUS DESIGN	2,019,485	November 26, 1996
JALAPENO SAM	1,946,300	January 9, 1996

(hereinafter referred to as the "Trademarks");

AND WHEREAS, UniMark Foods granted to Cooperative Centrale Raiffeisen-Boerenleenbank B.A., Rabobank, Netherland, New York Branch, a Federally Licensed Branch of a Netherlands Cooperative Banking Organization ("Rabobank"), a security interest in the Trademarks to secure obligations set forth in the security agreement between UniMark Foods and Rabobank (the "Security Agreement"), which Security Agreement is recorded in the United States Patent and Trademark Office at Reel 1562 at Frame 0636;

AND WHEREAS, said obligations have now been fully performed and satisfied;

NOW, THEREFORE, RABOBANK:

1. HEREBY ACKNOWLEDGES AND AGREES that the Security Agreement is hereafter void and canceled, and TERMINATES the security interest in the Trademarks granted therein;
2. HEREBY ASSIGNS to UniMark Foods, its successors, assigns, and legal representatives any and all remaining right, title and interest granted Rabobank pursuant to the Security Agreement in and to the Trademarks, together with the good will of the business symbolized by the marks, and the above-identified registrations thereof; and
3. HEREBY COVENANTS that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Termination. Rabobank also covenants that the person executing this Termination on its behalf does so with Rabobank's full and express authority.

Simultaneously with its execution of this agreement, Rabobank is delivering to UniMark Foods UCC-3 termination statements, duly executed by Rabobank, and sufficient to terminate all UCC-1 financing statements filed by or on behalf of Rabobank, and given by or on behalf of UniMark Foods, or its predecessors in interest, in connection with the Security Agreement.

To comply with 37 CFR 3.21 for recording of this Termination, Rabobank hereby authorizes and requests the firm of GIBSON, DUNN & CRUTCHER LLP to insert any further identification or other information necessary to make this Termination of Security Interest in Trademarks suitable for recording in the United States Patent and Trademark Office when such identification or information becomes known.

In Witness Whereof, I hereunto set my hand this 1ST day of September, 2000.

Cooperative Centrale Raiffeisen-Boerenleenbank
B.A., Rabobank, Netherland, New York Branch,
a Federally Licensed Branch of a Netherlands
Cooperative Banking Organization

By: David L. Streeter

NAME: DAVID L. STREETER

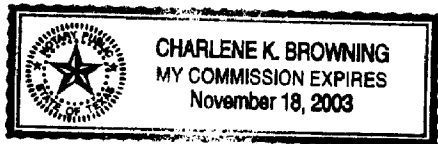
TITLE: VICE PRESIDENT

NOTARIAL CERTIFICATE

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On 9/1/00, before me, a notary public, personally appeared DAVID L. STREETER personally known to me (or having proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Charlene K. Browning
Notary Public