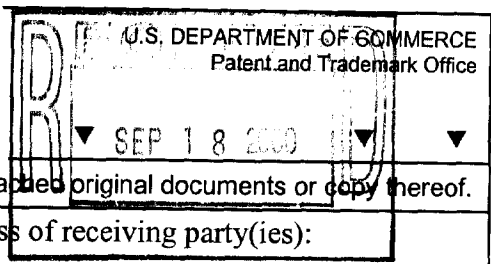


9.18.00 TI

10-12-2000



101485577

To the Honorable Commissioner of Patents. 10/11/2000 WTHA11 00000139 1346548 DO NOT USE THIS SPACE

1. Name of conveying party(ies):
 Heller Financial, Inc.
 500 W. Monroe Street
 Chicago, IL 60661

Individual(s) _____ Association _____
 General Partnership _____ Limited Partnership _____
 Corporation-State -Delaware _____
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
 Name: Frozen Specialties, Inc.
 Internal Address: _____
 Street Address: 720 Barre Road
 City: Archbold State: Ohio ZIP: 43502

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment _____ Merger _____
 Security Agreement _____ Change of Name _____
 Other Release from Security Agreement

Execution Date: May 19, 2000

If assignee is not domiciled in the United States, a domestic designation is _____ Yes _____ No
 (Designations must be a separate document from
 Additional name(s) & address(es) _____ Yes _____ No

4. Application number(s) or registration numbers(s):
 A. Trademark Application No.(s)
 Additional numbers _____

B. Trademark Registration No.(s)
 1,346,548 1,335,761 1,097,642
 965,688 722,310 676,421
 _____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert H. Earp, III
 Benesch, Friedlander, Coplan & Aronoff
 Internal Address: _____
 Street Address: 2300 BP America Building
200 Public Square
 City: Cleveland State: OH ZIP: 44114

6. Total number of applications and patents involved:..... 6

7. Total fee (37 CFR 3.41):.....\$ \$165.00
 Enclosed
 _____ Authorized to be charged to deposit account

8. Deposit account number:
02-2051
 (Attach duplicate copy of this page if paying by deposit account)

10/11/2000 WTHA11 00000139 1346548 DO NOT USE THIS SPACE

01 FL-401 40.00 OP
 09. Fee Statement and signature. 125.00 OP
 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.

Robert H. Earp, III _____
 Name of Person Signing Signature Date Sept. 1, 2000

Total number of pages including cover sheet, attachments, and _____

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AGREEMENT

This Termination and Release of Trademark Collateral Security Agreement (this "**Termination and Release Agreement**") is dated as of May 19, 2000 and is entered into by and among Heller Financial, Inc. ("**Heller**"), as Agent and Lender (as defined in the Credit Agreement referred to below), and Frozen Specialties, Inc. ("**FSI**" or "**Grantor**"). Reference is hereby made to that certain Trademark Security Agreement dated as of June 3, 1994 and recorded with the United States Patent and Trademark Office on June 10, 1994 in the trademark records at Reel 1167, Frame 0004, between Heller and FSI Acquisition, Inc. (n/k/a Frozen Specialties, Inc.) (the "**Security Agreement**"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Security Agreement.

SECTION 1. Termination of Security Agreement and Security Interest.

Heller hereby notifies, acknowledges to and agrees with the Grantor that effective upon the receipt by Heller of (x) a pay-off letter (the "**Pay-Off Letter**") countersigned by FSI and Heller under that certain Credit Agreement dated as of June 3, 1994, between FSI Acquisition, Inc. (n/k/a Frozen Specialties, Inc.) and Heller, as amended to the date hereof (the "**Credit Agreement**"), (y) the Pay-Off Amount (as such term is defined in the Pay-Off Letter), (i) the Security Agreement is hereby terminated, (ii) the security interest granted by Grantor to Heller pursuant to the terms of the Security Agreement in all of Grantor's right, title and interest in, to and under the trademarks and other collateral described in clauses (a) through (c) below (collectively, the "**Collateral**"), is terminated and released, and (iii) Heller hereby releases and forever discharges all of its right, title or interest of any kind or nature granted, assigned or conveyed pursuant to the Security Agreement in the Grantor's trademarks, including, without limitation, its rights, title and interest to any of the following, whether presently existing or hereafter arising or acquired:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations, continuations-in-part, divisions, reexaminations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademarks registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, or (ii) injury to the goodwill associated with any

Trademark, Trademark registration or trademark licensed under any Trademark License.

SECTION 2. GOVERNING LAW. THIS TERMINATION AND RELEASE AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 3. Miscellaneous, Definitions.

(a) This Termination and Release Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Termination and Release Agreement.

(b) As used in this Termination and Release Agreement, the following terms have the following meanings:

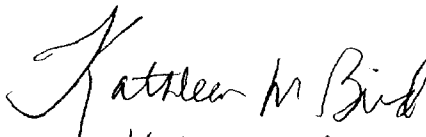
“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any trademark, including, without limitation, the agreements described in Schedule 1.

“Trademarks” means, collectively, all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any political subdivision of any thereof, including, without limitation, those described in Schedule 1; (b) all reissues, extensions and renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, Heller and the Grantor have caused this Termination and Release Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

HELLER FINANCIAL, INC., as Agent and Lender

By: 
Name: Kathleen M. Bird
Title: Vice President

Acknowledged and agreed:

FROZEN SPECIALTIES, INC.

By: 
Name:
Title:

**SCHEDULE 1
TO
TERMINATION AND RELEASE OF
TRADEMARK COLLATERAL SECURITY AGREEMENT**

Mark	Reg. No.	Class	Reg. Date
GOLDEN TOPPING	1,346,548	30	07/02/85
Man on Roller Skates Design	1,335,761	30	05/14/85
FOX DE LUXE	1,097,642	30	07/25/78
MR. P'S	965,688	30 32	08/07/73
LAMBRECHT	722,310	42	10/03/61
G-W and Design	676,421	30	03/31/59

NY1:747306.1

RECORDED: 09/18/2000

**TRADEMARK
REEL: 002153 FRAME: 0864**