

02-02-2001



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### 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

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Agreement

Merger

Change of Name

Other

Effective Date  
Month Day Year

**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/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

02/01/2001 DBYRNE 00000081 75596082 40.00 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 Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO 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: 002228 FRAME: 0157**

RE-RECORD TO CORRECT THE NATURE OF CONVEYANCE FROM SECURITY INTEREST TO SECURITY AGREEMENT TERMINATION AND RELEASE ON A DOCUMENT PREVIOUSLY RECORDED AT REEL 1925 FRAME 0116

**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" value="75596082"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

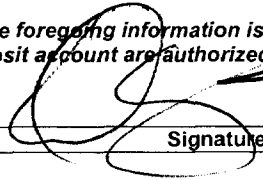
No

**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 W. Grace

Name of Person Signing



Signature

January 18, 2001

Date Signed

FORM PTO-1618A

Expires 6/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office

11-07-2000



101508180

### 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

10-3-00

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # 001925 Frame # 0116

#### Conveyance Type

- Assignment
  - Security Agreement
  - Merger
  - Change of Name
  - Other: Security Agreement Termination and Release
  - License
  - Nunc Pro Tunc Agreement
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name \_\_\_\_\_

Formerly \_\_\_\_\_

Execution Date  
Month Day Year  
\_\_\_\_\_

- 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
- Corporation
- Other \_\_\_\_\_
- General Partnership
- Association
- Limited Partnership
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002228 FRAME: 0160

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)

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Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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:

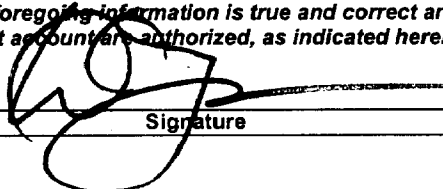
#

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 Grace  
Name of Person Signing

  
Signature

28 Sept. 2000  
Date Signed

REC'D  
7-699

RECO

07-09-1999



101087011

To the Honorable Commissioner of Patents and Trademarks: Please include the enclosed original documents or copy thereof.

1. Name of conveying party(ies):  
General Electric Capital Corporation

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 30, 1998

2. Name and address of receiving party(ies):

Name: A&J Cheese Company

Internal Address:

Street Address: 1171 E. Foothill Blvd.

City: Upland State: CA ZIP: 91786

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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

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

A. Trademark Application No.(s)

75/596,082

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: Thomas E. Rohlf

Internal Address: Loeb & Loeb LLP

Street Address: 1000 Wilshire Blvd.

Suite 1800

City: Los Angeles State: CA ZIP: 90017-2475

6. Total number of applications and registrations involved: [ 1 ]

7. Total fee (37 CFR 3.41) ..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12-1820

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

07/08/1999 NTHA11 00000158 75596082

DO NOT USE THIS SPACE

0 F8.101 (10.00.00)

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.

Thomas E. Rohlf  
Name of Person Signing

Thomas Rohlf  
Signature

6/24/99  
Date

Total number of pages including cover sheet, attachments, and document: [ 1 ]

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20529

# **SECURITY AGREEMENT TERMINATION AND RELEASE (Trademarks)**

This Security Agreement Termination and Release (this "Termination") is made and entered into as of this 30<sup>th</sup> day of October, 1998, by and between A&J Cheese Company, a California corporation (the "Company"), and General Electric Capital Corporation, a New York corporation (the "GECC").

## **RECITALS**

A. Pursuant to an Agreement, between GECC and Company (the "Supplemental Security Agreement (Trademarks)"), Company granted to GECC a security interest in all trademark collateral, as set forth in the Supplemental Security Agreement (Trademarks), including the Trademarks listed in Schedule I (collectively, the "Trademark Collateral").

B. GECC filed the Supplemental Security Agreement (Trademarks) for recordation with the United States Patent and Trademark Office.

C. GECC desires to terminate the Supplemental Security Agreement (Trademarks) and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. The Supplemental Security Agreement (Trademarks), and GECC's security interest in the Trademark Collateral (including the Trademarks listed in Schedule I hereto), is hereby terminated and released.

2. GECC represents and warrants that it has the power and authority to execute this Termination.

3. GECC represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.

4. GECC hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested and are required in order to more fully and effectively carry out the purposes of this Termination.

5. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.



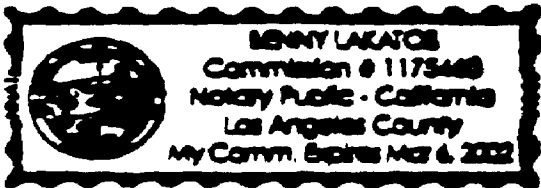


Security Agreement Termination and Release (Trademarks)

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On OCTOBER 30, 1998 before me, BENNY LAKATOS, personally appeared CLARENCE A. WILLIAMSON (~~personally known to me~~ or 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 executed the same in HIS authorized capacity, and that by HIS 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.



Benny Lakatos  
SIGNATURE

My Commission Expires on:

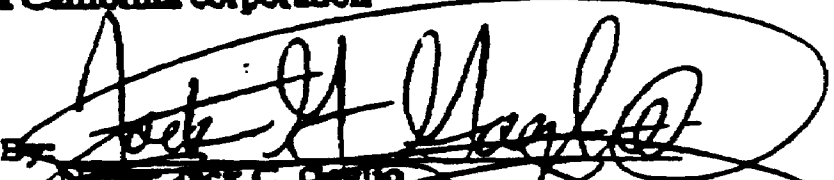
3/6/2002

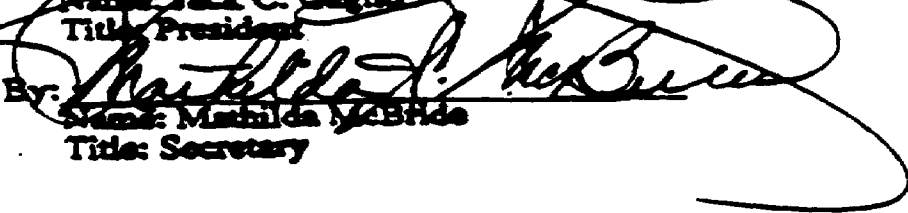
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
a New York corporation

By: \_\_\_\_\_  
Name: Clarence A. Williamson  
Title: Its Duly Authorized Signatory

**A&J CHEESE COMPANY**  
a California corporation

By:   
Name: Jack C. Ogden  
Title: President

By:   
Name: Mabelda McBride  
Title: Secretary

Security Agreement Termination and Release (Trademarks)

STATE OF CA  
COUNTY OF San Bernardino ss.

On 10/30, 1998 before me, CHARLENE HICKS, personally appeared JACK G GAGLIO (personally known to me or 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 executed the same in his authorized capacity, and that by his 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 Hicks  
SIGNATURE

My Commission Expires on:

12-11-99

Security Agreement Termination and Release (Trademarks)

STATE OF CA  
COUNTY OF San Bernardino ) ss.

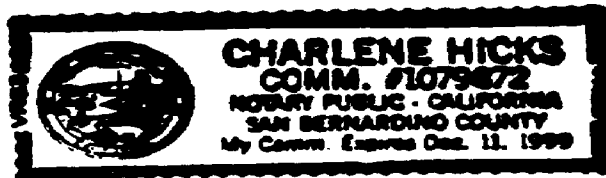
On 10/30, 1998 before me CHARLENE HICKS personally appeared MATILDA MCBRIDE (personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by 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 Hicks  
SIGNATURE

My Commission Expires on:

12-11-99



**SCHEDULE 1**

**Existing and Pending Trademarks**

**ALLCHEE**

Registration No. 2,187,815

**ANDRINA**

Registration No. 2,121,801

**CALIFORNIA RICHFIELD**

Registration No. 2,178,118

**CASA de QUESO**

Registration No. 2,161,731

**GENCO**

Registration No. 2,107,257

**REALE Brand**

Registration No. 2,129,005

**Pending Trademarks:**

**A&J CHEESE CO.**

Serial Number 75/596,082

**GIA'S PIZZA**

Serial Number 75/383,996

**LAPPIZZA RELLA**

Serial Number 75/372,876

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NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

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4. GECC hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested and are required in order to more fully and effectively carry out the purposes of this Termination.

5. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

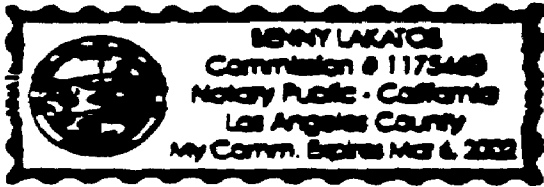


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Benny Lakatos  
SIGNATURE

My Commission Expires on:

3/6/2002

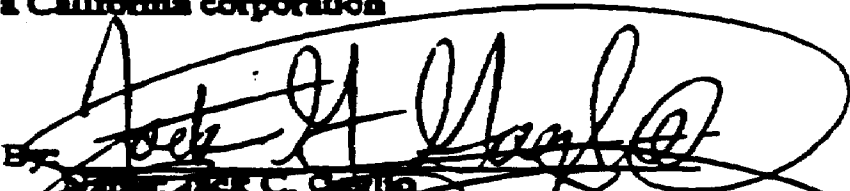


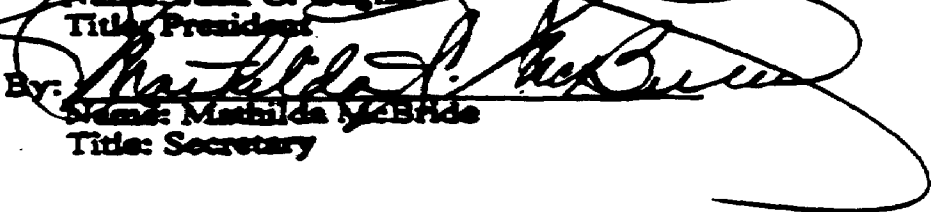
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a New York corporation

By: \_\_\_\_\_  
Name: Clarence A. Williamson  
Title: Its Duty Authorized Signatory

**A&J CHEESE COMPANY**  
a California corporation

By:   
Name: Jack H. Gaglio  
Title: President

By:   
Name: Mabelda McBride  
Title: Secretary

Security Agreement Termination and Release (Trademarks)

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Charlene Hicks  
SIGNATURE

My Commission Expires on:

12-11-99

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STATE OF CA  
COUNTY OF San Bernardino ss.

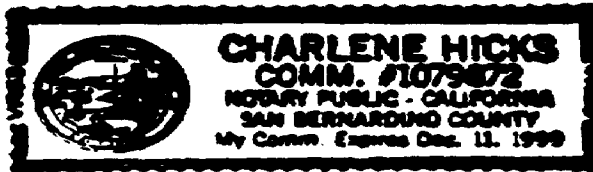
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**CASA de QUESO**

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Serial Number 75/383,996

**LAPPIZZA RELLA**

Serial Number 75/372,876

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568330001  
02/11/1999 as

RECORDED: 01/24/2001

TRADEMARK  
REEL: 002228 FRAME: 0176