

01-15-2002

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FORM PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101947270

Tab settings → → →

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

1. Name of conveying party(ies): **JPMorgan Chase Bank,
f/k/a The Chase Manhattan Bank**

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

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

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

Name: Alliant/Atlantic Foodservice, Inc.
 Internal Address: _____
 Street Address: 1 Parkway North
 City: Deerfield State: IL ZIP: 60015

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Trademark Rights Recorded at Reel 1694 Frame 0561.
- Merger
- Change of Name

Execution Date: November 30, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,887,314 ; 1,869,797**
1,696,259 ; 1,683,890
1,652,249 ; 1,913,533

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 6

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

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

1/14/02
Date

Total number of pages comprising cover sheet: 5

01/15/2002 6TOM11 00000252 1887314

01 FC:481
02 FC:482

40.00 OP
125.00 OP
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002423 FRAME: 0767

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 30, 2001, from JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), from time to time parties to the Amended and Restated Credit Agreement, dated as of June 10, 1998, as amended by Amendment No. 1, dated as of December 18, 1998, Amendment and Consent No. 2, dated as of October 4, 1999, Amendment No. 3, dated as of February 23, 2000, Amendment No. 4, dated as of May 9, 2000, and Amendment No. 5, dated as of April 5, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Alliant Foodservice, Inc. (the "Borrower"), the Administrative Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement (the "Trademark Agreement"), dated as of January 2, 1998, made by Alliant/Atlantic Foodservice, Inc. (the "Grantor") in favor the Administrative Agent, a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on February 4, 1998 at Reel 1694 and Frame 0561; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," shall have the meaning assigned to such term in the Trademark Agreement, including, without limitation, those items listed on Schedule A hereto.
2. Release of Security Interest: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances: The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK (formerly The Chase Manhattan Bank)

By: William J. Caggiano
Name: William J. Caggiano
Title: Managing Director

STATE OF New York)
)
COUNTY OF New York)

SS.:

On this 12 day of December 2001, before me personally appeared William S. Laggiano to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of JPMorgan Chase Bank (formerly The Chase Manhattan Bank), described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank (formerly The Chase Manhattan Bank).


Notary Public

(Affix Seal Below)

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2003

Trademarks Owned By

ALLIANT/ATLANTIC FOODSERVICE, INC

1. U.S. Trademark Registrations

Chef's Ultimate (trademark, name)

Registration Number: 1,887,314 Registration Date: 4/4/95

Chef's Ultimate (trademark, design)

Registration Number: 1,869,797 Registration Date: 12/27/94

Atlantic Food Services (service mark, design)

Registration Number: 1,696,259 Registration Date: 6/23/92

Atlantic Food Services (service mark: name)

Registration Number: 1,683,890 Registration Date: 4/21/92

Atlantic Access (trademark, name)

Registration Number: 1,652,249 Registration Date: 6/30/91

Conseuza (trademark, name)

Registration Number: 1,913,533 Registration Date: 8/22/95

2. U.S. Trademark Applications

None