

08-28-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

8-28-02

Tab settings → → →

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

1. Name of conveying party(ies):
Harris Trust and Savings Bank

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

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

2. Name and address of receiving party(ies):
Name: Linden Oaks Corporation
Internal Address: _____
Street Address: 103 Foulk Road, Suite 290
City: Wilmington State: DE ZIP: 19803

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
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release and Reassignment of Trademarks Recorded at Reel 2146 Frame 0873.

Execution Date: August 6, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/110,436

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: Alison Winick, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: NY ZIP: 10017

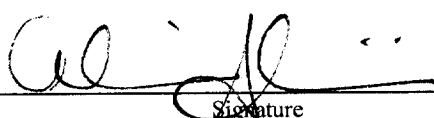
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to credit card

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Alison Winick, Esq.
Name of Person Signing


Signature

8/27/02
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

TRADEMARK
REEL: 002570 FRAME: 0392

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated August 6th, 2002 by Harris Trust and Savings Bank, as Agent as hereinafter described:

WITNESSETH:

A. Harris Trust and Savings Bank, an Illinois banking corporation, as Agent (the "Assignee"), with a mailing address of 111 West Monroe Street, Chicago, Illinois 60690, and Linden Oaks Corporation, a Delaware corporation (the "Assignor"), with a mailing address of 103 Foulk Road, Suite 290, Wilmington, Delaware 19803, are parties to a certain Trademark Collateral Agreement dated August 28, 2000, which was recorded in the United States Patent and Trademark Office on September 26, 2000, at Reel 002146, Frame 0873 (the "Agreement"), pursuant to which, among other things, the Assignor granted a security interest in and collateral assignment of its trademarks listed on Schedule A-1 attached hereto and certain other property described therein (collectively, the "Trademarks") as security for the indebtedness, obligations and liabilities described therein as well as for the indebtedness, obligations and liabilities described in that certain Security Agreement Re: Intellectual Property dated September 23, 1998 among Assignee, Assignor, Kennedy Endeavors, Incorporated, a Washington corporation, and Linden Oaks Corporation, a Delaware corporation.

B. The Assignor has requested that the Assignee release its security interests in the Trademarks and reassign the same to the Assignor, and the Assignee is willing to do so on the terms and conditions herein set forth.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Assignee hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Assignor, without any representation, warranty, recourse or undertaking by the Assignee, all of its right, title and interest, if any, in and to:

(i) Each Trademark and each Trademark Application listed on Schedule A-1 attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and

(ii) The goodwill of the business to which each of the Trademarks relates.

IN WITNESS WHEREOF, the Assignee has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By Shane Koonce
Name Shane Koonce
Title Vice President

STATE OF Illinois)
)
COUNTY OF Cook) SS

On this 6th day of August, 2002 before me personally appeared Shane Koonce to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer of Harris Trust and Savings Bank, as Agent as set forth above.

Nancy J Skoda
Notary Public
Cook County, Illinois

My Commission Expires:

Nov. 2, 2004



**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

1

PENDING U.S.

TRADEMARK APPLICATIONS

FILING NO.

FILING DATE

FLAVOR DESTINATIONS

76/110436

8/16/00