

11-21-2002

11-21-02

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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

1. Name of conveying party(ies):

Fleet Capital Corporation

11-21-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Rhode Island Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination and Release

Execution Date: 11/18 /2002

2. Name and address of receiving party(ies)

Name: The Yofarm Company

Internal Address:

Street Address: 162 Spring Street

City: Naugatuck State: CT Zip: 06770

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,527,195 1,923,003 1,501,492 1,977,538 1,660,980

Additional number(s) attached Yes No

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

Name: Michelle Fournier

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Thomas G. Dickey Name of Person Signing

[Signature] Signature

11/18/02 Date

Total number of pages including cover sheet, attachments, and document: 8

11/22/2002 MUELLER 00000029 1527195

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

01 FC:8521 40.00 DP 02 FC:8522 100.00 DP

TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Release") dated as of the 18th day of November, 2002, by FLEET CAPITAL CORPORATION, a Rhode Island corporation (the "Lender"), and THE YOFARM COMPANY, a Delaware corporation (the "Borrower").

W I T N E S S E T H :

WHEREAS, as condition precedent to making a certain Loan, and in order to secure the payment and performance by the Borrower of the Obligations, the Lender and the Borrower entered into a Trademark Security Agreement, dated February 21, 1997 (the "Trademark Agreement"); the terms defined therein and not otherwise defined herein being used herein as therein defined) by which the Borrower granted to the Lender a continuing security interest, with power of sale to the extent permitted by applicable law, in its right and interest in and to the Trademarks and Trademark Licenses;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office on March 4, 1997 at Reel 1560, Frame 0112;

WHEREAS, Lender and Borrower executed an Amendment to Trademark Security Agreement, dated December 3, 1997 (the "Amendment"), and the Amendment was recorded in the United States Patent and Trademark Office on February 5, 1998, at Reel 1697, Frame 0725;

WHEREAS, Borrower has paid and performed in full all Obligations, and has requested that the Lender terminate the Trademark Agreement and Amendment, release its security interest in the Trademarks and Trademark Licenses of Borrower, and reassign the same to Borrower;

NOW, THEREFOR, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lender does hereby release and terminate all security interests which were granted to the Lender pursuant to the Trademark Agreement and Amendment as security for the Obligations, and Lender does hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to Borrower, without recourse and without warranty of any kind, all of Lender's right, title and interest in and to the Trademarks and Trademark Licenses including, without limitation, the following:

(a) all trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications,

including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks, service mark applications, corporate names, company names, business names, fictitious business names, trade styles, certification marks, logos, other source of business identifiers and prints and labels on which any of the foregoing have appeared or appear, which are listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (v) all of the Borrower's rights corresponding thereto throughout the world; and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets now or hereafter owned by the Borrower and now or hereafter covered by such licenses.

2. The parties hereto do hereby cancel and terminate the Trademark Agreement and Amendment, and all rights and obligations of the parties thereunder.

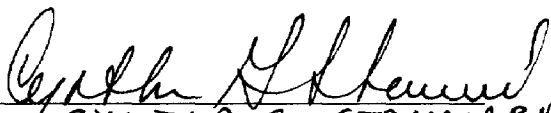
3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release. Borrower will reimburse Lender on demand for any and all costs incurred by Lender in complying with the requirements of this paragraph.

4. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

LENDER

FLEET CAPITAL CORPORATION

By: 
Name: CYNTHIA G. STANNARD
Title: VICE PRESIDENT

BORROWER

THE YOFARM COMPANY

By: _____
Name: Thomas G. Dixcy
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

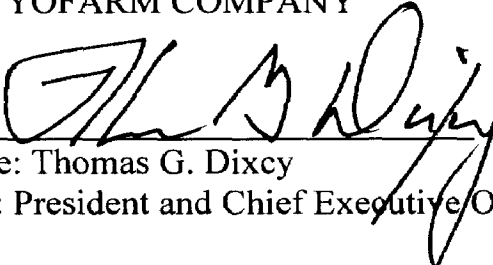
LENDER

FLEET CAPITAL CORPORATION

By: _____
Name:
Title:

BORROWER

THE YOFARM COMPANY

By: 
Name: Thomas G. Dixcy
Title: President and Chief Executive Officer

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Glastonbury

On this the 15th day of November, 2002, before me personally came Cynthia G. Stannard, to me known, who being by me duly sworn, did depose and say that she is a Vice President of FLEET CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public **ISA A. GIAMPAOLO**
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB 28, 2005

STATE OF)
)
COUNTY OF)

ss:

On this the ___ day of November, 2002, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of THE YOFARM COMPANY, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

STATE OF)
)
COUNTY OF) ss:

On this the ___ day of November, 2002, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of FLEET CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

STATE OF Connecticut)
)
COUNTY OF New Haven) ss:

On this the 18 day of November, 2002, before me personally came Thomas G. Dixcy, to me known, who being by me duly sworn, did depose and say that he resides at 114 Hunters Ridge Road, Southbury Ct 06488; that he is the President and Chief Executive Officer of THE YOFARM COMPANY, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public
My commission expires May 31, 2004

SCHEDULE A

to

TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS

(Except where noted, all marks are registered or pending in the United States.)

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
JELLY CUP AND DESIGN	1,527,195	2/28/1989
YO-SPLIT	1,977,538	6/04/1996
YOCHOLAT (STYLIZED)	1,923,003	9/26/1995
YOCCRUNCH	1,660,980	10/15/2001
YOFARM	1,501,492	8/23/1988
YOFARM AND BANNER DESIGN	2,600,342	7/30/2002
YOFARM AND COUNTRY HOUSE DESIGN	2,600,343	7/30/2002
YOFARM AND COUNTRY HOUSE WITH STRAWBERRY DESIGN	2,606,854	8/13/2002

<u>Mark</u>	<u>Application #</u>	<u>App. Date</u>
YOCCRUNCH (Application in European Community)	2163533	4/04/2001
YOFARM (Application in European Community)	2163087	4/04/2001
YOSMOOTH	76/309948	9/06/2001