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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

National City Bank

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other national banking association

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

2. Name and address of receiving party(ies)

Frozen Specialties, Inc.

Internal Address:

Street Address: 720 W. Barre Rd.

City: Archbold State: OH Zip: 43502

- 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

Execution Date: November 26, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,346,548

Additional number(s) attached Yes No

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

Name: Anita Baker, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

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:

(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.

Johanne R. Rémy Name of Person Signing

Signature

November 29, 2002 Date

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

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

Doc # 30572578.PDF

12/09/2002 LNUELLER 00000132 1346548 40.00 DP 25.00 DP 01 FC:0521 02 FC:0522

SCHEDULE A

Trademark

Registration Number

Registration Date

Golden Toppings	1,346,548	07/02/85
Fox De Luxe	1,097,642	07/25/78
Mr. P's	965,688	08/07/73
GW and Design	676,421	03/31/59
Design of Man on Skates	1,335,761	05/14/85
Lambrecht	722,310	10/03/61

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of November 26, 2002 from NATIONAL CITY BANK, in its capacity as administrative agent (the "Secured Party"), to FROZEN SPECIALTIES, INC. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant an Intellectual Property Collateral Assignment Agreement, executed on or about May 26, 2000 in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on September 18, 2000, Reel 2153 and Frame 0903; and

WHEREAS, the Secured Party has been paid in full and now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:

the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

2. Further Assurance: The Secured Party 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 Interests 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.

NATIONAL CITY BANK,
in its capacity as administrative agent

By: Todd D. Myers

Name: Todd D. Myers

Title: Senior Vice President

STATE OF Ohio)
)
COUNTY OF Lucas) ss:

On this 21 day of November 2002, before me personally appeared Judd Myers to me known who, being by me duly sworn, did depose and say that he is Senior Vice President of National City Bank, the institution described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by National City Bank.

Rosa Lee Roderick
Notary Public