



12-10-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. 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 <u>12-3-02</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>national banking association</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>FSI/MFP, Inc.</u> Internal Address: _____ Street Address: <u>135 Front Avenue</u> City: <u>West Haven</u> State: <u>CT</u> Zip: <u>06516</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release</u> Execution Date: <u>November 26, 2002</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,261,356</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Anita Baker, Esq.</u> Internal Address: _____ Street Address: <u>425 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>		6. Total number of applications and registrations involved: <u>9</u> 7. Total fee (37 CFR 3.41):\$ <u>240.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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. <i>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.</i> <u>Johanne R. Rémy</u> Name of Person Signing <u>[Signature]</u> Signature November 29, 2002 Date Total number of pages including cover sheet, attachments, and document: <u>5</u>		<div style="writing-mode: vertical-rl; transform: rotate(180deg);">12/09/2002 LNWJELER 00000147 1261356 40.00 DP 200.00 DP 01 FC:4521 02 FC:4522</div>	

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

SCHEDULE A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pizza Bites	1,261,356	12/13/83
Matlaw's	1,249,154	08/23/83
Egg Roll Bites	1,720,533	09/29/92
Egg Roll Bites	1,367,216	10/22/85
Island Cottage	1,817,503	01/18/94
Crab Bites	1,870,710	12/27/94
Pizza-Fingers	1,903,731	07/04/95
Pizza Bites	1,593,255	04/24/90
Egg Roll Bites	1,367,216	04/29/89
Matlaw's (Canada)	TMA 355,104	04/28/89
Egg Roll Bites (Canada)	TMA 355,103	04/28/99

**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 FSI/MFP, INC. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Collateral Assignment Agreement, executed on or about May 26, 2000 in favor of the Secured Party, 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 0865; 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 Intellectual Property Collateral Assignment 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 22 day of November 2002, before me personally appeared Todd D. 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



ROSA LEE RODERICK
Notary Public, State of Ohio
Commission Expires 12/29/06



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November 29, 2002

BY HAND DELIVERY

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

**Re: National City Bank - Trademark Registration
No. 1,261,356 et. al.**

Dear Mr./Mrs. Commissioner:

Enclosed please find the Trademark Recordation Form Cover Sheet conveying a trademark Termination and Release of Security Interest between National City Bank, a national banking association, and FSI/MFP, Inc., a Delaware corporation. Also included is the required check in the additional amount of \$240.00 to cover the filing fee. Please file and return the acknowledgment to Anita Baker, Esq. as indicated at your earliest convenience.

I thank you in advance and should you have any questions about this submittal please call me at (212) 836-7449.

Best regards,

Johanne R. Rémy
Legal Assistant - Corporate/Finance

cc: Anita Baker, Esq.

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NEW YORK CHICAGO LOS ANGELES WASHINGTON, D.C. WEST PALM BEACH FRANKFURT HONG KONG LONDON SHANGHAI

RECORDED: 12/03/2002

**TRADEMARK
REEL: 002630 FRAME: 0408**