

01-28-2003



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1.27.03

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 of \_\_\_\_\_  
☒ Other Illinois Banking Corporation

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

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Release and Reassignment

Execution Date: December 27, 2002

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

Name: Ragus Holdings, Inc

Internal Address: \_\_\_\_\_

Street Address: 300 Delaware Avenue, Suite 900City: Wilmington State DE ZIP: 19801

- ☐ Individual(s) citizenship.  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State of 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

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

A. Trademark Application No(s).

B. Trademark registration No(s).

607,362	1,438,652	801,049	801,050
877,232	921,650	1,871,464	1,280,075
1,978,208	1,450,866	881,779	955,309
967,715	1,279,143	1,287,154	1,039,460
1,758,602	2,031,749	2,066,865	909,696
1,809,838			

Additional numbers attached? ☐ Yes ☒ No

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

Name: Andy SzuwalskiJenkins & Gilchrist, a Professional Corporation

Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Suite 3200City: Dallas State: Texas Zip: 75202-27996. Total number of applications and registrations involved: 21

## 7. Total fee (37 CFR 3.41):

\$ 540.00☒ Enclosed☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

## 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.

Andy Szuwalski Reg. No. 35,701

Name of Person Signing

Signature

Date

1/28/2003 ECOOPER 00000040 607362

Total number of pages comprising cover sheet: -1- Total Pages-7

## RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated December 27, 2002 by Harris Trust and Savings Bank, as agent, as hereinafter described;

### WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, an Illinois banking corporation, as administrative and collateral agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (Harris Trust and Savings Bank in its capacity as such Administrative and Collateral Agent, is referred to herein as the "*Secured Party*") and Ragus Holdings, Inc., a Delaware corporation with its mailing address at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801 (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated July 28, 2000 which was recorded in the United States Patent and Trademark Office on August 7, 2000 at Reel 002129, Frame 0693 (the "*Assignment*"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks listed on Schedule A attached hereto and certain other property (collectively the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

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

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

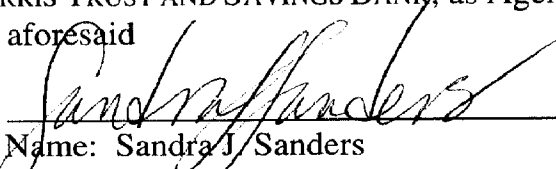
(i) Each Trademark and each Trademark Application listed on Schedule A attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present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

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

IN WITNESS WHEREOF, the Secured Party 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 as  
aforesaid

By

  
Name: Sandra J. Sanders

Title: Vice President

**SCHEDULE A  
TO RELEASE AND REASSIGNMENT OF TRADEMARKS**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**PENDING FEDERAL TRADEMARK APPLICATIONS**

[Note: Use Schedules from original agreements filed with USPTO]

**SCHEDULE A****TO TRADEMARK COLLATERAL AGREEMENT**

<b>MARCH</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
<b>Colonial</b>	<b>71/659,848</b>	<b>01/21/54</b>	<b>607,362</b>	<b>06/14/55</b>
<b>Cream White</b>	<b>73/603,704</b>	<b>06/11/86</b>	<b>1,438,632</b>	<b>05/05/87</b>
<b>Evercane</b>	<b>72/218,090</b>	<b>05/05/65</b>	<b>801,049</b>	<b>12/28/65</b>
<b>Evercane &amp; Design</b>	<b>72/218,091</b>	<b>05/05/65</b>	<b>801,050</b>	<b>12/28/65</b>
<b>Ever-Soft-Pak</b>	<b>72/269,796</b>	<b>04/21/67</b>	<b>877,232</b>	<b>09/16/69</b>

**SCHEDULE A****TO TRADEMARK COLLATERAL AGREEMENT**

<b>MARCH</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
<b>2 and Design</b>	<b>72/376,851</b>	<b>11/23/70</b>	<b>921,650</b>	<b>10/05/71</b>
<b>Crystal Clear</b>	<b>74/386,683</b>	<b>05/05/93</b>	<b>1,871,464</b>	<b>01/03/95</b>
<b>Design only (curved Rectangular Label)</b>	<b>73/408,571</b>	<b>01/07/83</b>	<b>1,280,075</b>	<b>05/29/84</b>
<b>Diamond Amber</b>	<b>74/676,363</b>	<b>05/12/95</b>	<b>1,978,208</b>	<b>06/04/96</b>
<b>Diamond Shakers</b>	<b>73/612,577</b>	<b>08/01/86</b>	<b>1,450,866</b>	<b>08/04/87</b>

<b>Packet Brand and Design</b>	<b>72/299,656</b>	<b>06/04/68</b>	<b>881,779</b>	<b>12/02/69</b>
<b>Packet Design</b>	<b>72/414,728</b>	<b>02/07/72</b>	<b>955,309</b>	<b>03/13/73</b>
<b>Shaker-Action</b>	<b>72/428,085</b>	<b>06/23/72</b>	<b>967,715</b>	<b>09/04/73</b>
<b>Single Serv</b>	<b>73/408,570</b>	<b>01/07/83</b>	<b>1,279,143</b>	<b>05/22/84</b>
<b>Single Serv and Design</b>	<b>73/408,520</b>	<b>01/07/83</b>	<b>1,287,154</b>	<b>07/24/84</b>
<b>Sweet Crystals</b>	<b>73/026,877</b>	<b>07/15/74</b>	<b>1,039,460</b>	<b>05/18/96</b>

## SCHEDULE A

## TO TRADEMARK COLLATERAL AGREEMENT

MARCH	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
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Chef's Companion & Design	74302978	08/10/92	1758602	03/16/93
Chef's Companion & Design	74724633	09/05/95	2031749	01/21/97
Easy Prep & Design	75091146	04/19/96	2066865	06/03/97

Menu Magic	72339810	10/06/69	0909696	03/09/71
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**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

<b>MARCH</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
Pasta Pair	74302230	8/5/92	1809838	12/7/93

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