

02-06-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORD/
TRA

102358247

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

HSBC Business Credit (USA), Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: 12/18/02

2. Name and address of receiving party(ies)

Name: Kan-Pak, LLC

Internal

Address: _____

Street Address: 1016 South Summit

City: Arkansas City State: Kansas Zip: 67005

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other limited liability company

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)

See attached Schedule 4A

B. Trademark Registration No.(s)

See attached Schedule 4B

Additional number(s) attached ☒ Yes ☐ No

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

Name: Michelle Fournier, RP
Senior Paralegal

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- ☒ 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.

Kan-Pak, LLC

By: Dennis Cohlma

Name of Person Signing

Its Manager

Signature

12/18/02

Date

Total number of pages including cover sheet, attachments, and document: 6

02/05/2003 LMUELLER 00000037 75679874

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:4521
 02 FC:4522

40.00 OP
 225.00 OP

TRADEMARK
 REEL: 002665 FRAME: 0729

SCHEDULE 4A

Trademark Application No.

<u>No.</u>	<u>Date</u>
75679874	04/08/99

SCHEDULE 4B

Trademark Registration Nos.

<u>No.</u>	<u>Date</u>
2337818	06/04/00
2292816	11/16/99
2324447	02/29/00
2235373	03/23/99
2325049	03/07/00
2304234	12/28/99
2341544	04/11/00
2363463	07/04/00
2345688	04/25/00

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE is made as of this 18th day of December, 2002, by HSBC BUSINESS CREDIT (USA) INC. ("HSBC") as secured Party under that certain Trademark Collateral Assignment and Security Agreement granted by KAN•PAK, LLC ("Kan•Pak") in favor of HSBC dated October 18, 2000 and recorded at the United States Patent and Trademark Office at Reel 2223/Frame 0600 on October 30, 2000 (the "Trademark Agreement")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, HSBC hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon, those certain trademarks listed on Exhibit A attached hereto and made a part hereof (the "Collateral"). The security interest, and all rights of HSBC and all obligations and duties of Kan•Pak under the Trademark Agreement to the extent they relate to the Collateral, are hereby released and terminated. HSBC further agrees to execute and deliver to Kan•Pak any and all further documents or instruments and do any and all further acts which Kan•Pak reasonably request in order to confirm this Release and Kan•Pak's right, title and interest in and to the Collateral.

This Release shall be binding upon HSBC's legal representatives, assigns and successors.

HSBC BUSINESS CREDIT (USA) INC.

By: Kevin J. Ayers
Name: KEVIN J. AYERS
Title: V.P.

STATE OF NEW YORK)
COUNTY OF NEW YORK)

SS.

On this 16th day of December, 2002 before me appeared KEVIN J. AYERS, to me personally known, who being by me duly sworn did say that he/she is the VICE PRESIDENT of HSBC BUSINESS CREDIT (USA) INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carole Clinton
Notary Public

My Commission Expires:

June 30, 2006

CAROLE CLINTON
No. 01CL4727943
Notary Public, State of New York
Qualified in Kings County
My Commission Expires June 30, 2006

EXHIBIT A**Trademarks**

TRADEMARK	FEDERAL REGISTRATION NUMBER	APPLICATION NUMBER	FILING DATE
Native Planet Foods		75679874	4/8/99
Flavor Advantage	2337818		6/4/00
A Real Fruit Fix	2292816		11/16/99
Makes Everyday Foods Functional	2324447		2/29/00
Frutazza	2235373		3/23/99
Miss Karen's	2325049		3/7/00
Pima Naturals	2304234		12/28/99
Frutazza	2341544		4/11/00
Miss Karen's	2363463		7/4/00
Pima Naturals	2345688		4/25/00

::ODMA\PCDOCS\KANSAS_CITY\5902872

RECORDED: 02/04/2003**TRADEMARK
REEL: 002665 FRAME: 0734**