

Form PTO-1594

(Rev. 10/02)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.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):

Bank of New York
One Wall Street
New York, NY 10286

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other New York Banking Corporation

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

3. Nature of conveyance:

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

Execution Date: October 22, 2003

2. Name and address of receiving party(ies)

Name: Donahue Meehan Publishing CompanyInternal
Address: (Formerly 1100 Superior Avenue)Street Address: 1300 E. 9th StreetCity: Cleveland State: OH Zip: 44114-1503

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Illinois
☐ 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) 1,530,810;
2,291,768 and 2,328,680Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Jacqueline M. O'BrienInternal Address: Jones Day
North PointStreet Address: 901 Lakeside AvenueCity: Cleveland State: OH Zip: 441146. Total number of applications and
registrations involved: _____37. Total fee (37 CFR 3.41).....\$ 90.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1432 Ref. 527825-015046

DO NOT USE THIS SPACE

9. Signature.

Jacqueline M. O'Brien
Name of Person Signing
SignatureOctober 30, 2003
DateTotal number of pages including cover sheet, attachments, and document: 5Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

700050573

TRADEMARK
REEL: 002739 FRAME: 0452

CH \$90.00 601432 1630810

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October ~~22~~, 2003, from THE BANK OF NEW YORK, as Administrative Agent, (the "Secured Party"), to DONOHUE MEEHAN PUBLISHING COMPANY (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of September 1, 1999, as amended and supplemented, 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 by the Assignment Division of the United States Patent & Trademark Office on October 4, 1999 at Reel 001972, Frame 0362; and

WHEREAS, the Secured Party 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 Interest 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.

THE BANK OF NEW YORK,
as Administrative Agent

By: Christine T. Rio
Name: Christine T. Rio
Title: Vice President

STATE OF New York)
) ss:
COUNTY OF New York

On this 24th day of October, 2003, before me personally appeared Justine Zieminski to me known who, being by me duly sworn, did depose and say that he/she is Vice President of The Bank of New York, the institution described herein and which executed the foregoing instrument, and that he/she signed his name thereto pursuant to the authority granted by The Bank of New York.

Maxine Heitzler
Notary Public

MAXINE HEITZLER
Notary Public, State of New York
No. 41-4676749
Qualified in Queens County
Commission Expires July 31, 2006

Schedule A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Modern Baking	1,530,810	March 21, 1989
Baking Management	2,291,768	November 9, 1999
Convenience Store Decisions	2,328,680	March 14, 2000