

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/13/2004	national banking association:

RECEIVING PARTY DATA	
Name:	Eurofresh, Inc.
Street Address:	13355 West Ash Creek Road
City:	Willcox
State/Country:	ARIZONA
Postal Code:	85643
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1679579	EUROFRESH

CORRESPONDENCE DATA	
Fax Number:	(602)257-6917
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602-258-7701
Email:	rmitchell@rcalaw.com
Correspondent Name:	Renee L. Mitchell
Address Line 1:	One North Central Avenue
Address Line 2:	Suite 1200
Address Line 4:	Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	12033.5041
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NAME OF SUBMITTER:	Renee L. Mitchell
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Total Attachments: 4
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TRADEMARK

REEL: 002851 FRAME: 0157

CH \$40.00 1679579

**RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST AND COLLATERAL

ASSIGNMENT IN TRADEMARKS (this "Release") is made as of May 13, 2004 ("Effective Date") by and between EuroFresh Inc., a Delaware corporation, with its principal office at 13355 W. Ash Creek Road, Wilcox, Arizona 85643 ("Grantor"), and Bank of America, N.A., a national association, with its principal office at 101 N. First Avenue, Suite 2700, Phoenix, Arizona 85003 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Collateral Assignment of Registration of Mark by and between Grantor and Grantee dated February 1, 2000 (the "Collateral Assignment"), Grantor granted to Grantee a security interest in and to all of Grantor's right, title and interest in and to the marks owned by Grantor (collectively the "Trademarks"), including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, Grantor and Grantee entered into the Collateral Assignment pursuant to the terms and conditions of that certain Credit Agreement by and between Grantor and Grantee dated January 31, 2000.;

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office ("PTO") on February 22, 2000, at Reel 2038, Frame 0970;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Collateral Assignment, and hereby terminates, reassigns, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world;

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

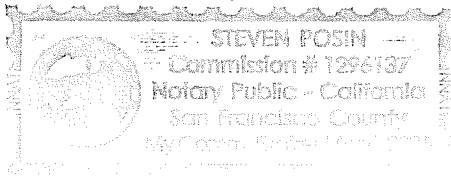
IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of May 13, 2004.

BANK OF AMERICA, N.A.

Name: Robert Rittelmeyer
Title: ROBERT RITTELMAYER
VICE PRESIDENT

STATE OF California
COUNTY OF San Francisco SS.

On this 13th day of May 2004, there appeared before me Robert R. Helmer personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Bank of America



Steven Posin
Notary Public

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of May 13, 2004.

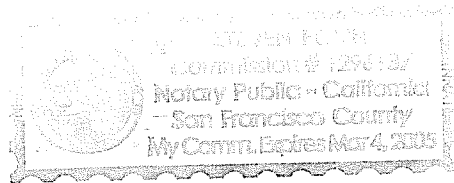
BANK OF AMERICA, N.A.

Name: Robert Rittelmeyer
Title: ROBERT RITTELMAYER
VICE PRESIDENT

STATE OF California
COUNTY OF San Francisco ^{SS.}

On this 13th day of May 2004, there appeared before me Robert Rittelmeyer, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Bank of America

Steven Pomeroy
Notary Public



IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of May 13, 2004.

BANK OF AMERICA, N.A.

Name: *Robert Rittelmeyer*
Title: ROBERT RITTELMAYER
VICE PRESIDENT

STATE OF California
COUNTY OF San Francisco) SS. o

On this 13th day of MMY 2004, there appeared before me Robert Rittelmeyer personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Bank of America.

Steven Posin
Notary Public

