TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/17/2004	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	J. R. Wood, Inc.
Street Address:	7916 West Bellevue Road
City:	Atwater
State/Country:	CALIFORNIA
Postal Code:	95301
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1003815	BIG VALLEY
Registration Number:	1093910	BIG VALLEY
Registration Number:	1595602	GLACIER BRAND
Registration Number:	2016840	GLACIER FOODS
Registration Number:	736515	FLAVORLAND
Registration Number:	249809	BLUE CHAIN
Registration Number:	1093909	BIG VALLEY
Registration Number:	1120142	BIG VALLEY
Registration Number:	2176930	
Registration Number:	2508753	CUP-A-FRUIT
Registration Number:	2271970	MOM'S ORGANIC CHOICE
Registration Number:	2204020	FLAVOR LAND USA

OP $315.00 1003815

CORRESPONDENCE DATA

Fax Number: (559)227-4971

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	559-226-8177
Email:	rah@bolenfransen.com
Correspondent Name:	Rex A. Haught
Address Line 1:	1322 East Shaw Avenue, Suite 430
Address Line 4:	Fresno, CALIFORNIA 93710

NAME OF SUBMITTER:	Rebecca M. Moreno

Total Attachments: 3
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RELEASE OF INTEREST AND ASSIGNMENT OF TRADEMARK

THIS RELEASE OF INTEREST AND ASSIGNMENT OF TRADEMARK (the "Release and Assignment") is made as of May 14, 2004, by BANK OF AMERICA, N.A. ("Assignor"), for the benefit of J. R. WOOD, INC., a California corporation ("Assignee").

RECITALS

WHEREAS, Assignor holds an interest in several of Assignee's trademarks described herein and more particularly identified as trademark registration numbers: 1,003,815; 1,093,909; 1,120,142; 1,093,910; 1,595,602; 2,016,840; 736,515; 2,176,930; 2,508,753; 2,204,020; 2,271,970; and 249,809 (the "Trademarks"); and

WHEREAS, Assignee has satisfied in full its financial obligations to Assignor and Assignor now desires to release any and all of its interest in the Trademarks as set forth below.

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

1. Release and Assignment. Assignor releases and assigns, grants and transfers to Assignee all right, title and interest of Assignor in, to and under the following Trademarks, including, without limitation, all rights to use the Trademarks, and together with all additions to, and substitutions, renewals, replacements, products and proceeds of the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registration of the Trademarks referenced herein, and any and all causes of action for infringement of said Trademarks arising prior to the recording of this Release and Assignment in the United States Patent and Trademark Office:

a. United States Trademark registered on February 4, 1975 as Registration No. 1,003,815, covering the mark "BIG VALLEY";

b. United States Trademark registered on June 20, 1978 as Registration No. 1,093,910, covering the mark "BIG VALLEY";

c. United States Trademark registered on May 8, 1990 as Registration No. 1,595,602, covering the mark "GLACIER BRAND";

d. United States Trademark registered on November 19, 1996 as Registration No. 2,016,840, covering the mark "GLACIER FOODS";

e. United States Trademark registered on August 21, 1962 as Registration No. 736,515, covering the mark "FLAVORLAND";

f. United States Trademark registered on November 20, 1928 as Registration No. 249,809, covering the mark "BLUE CHAIN";

g. United States Trademark registered on June 20, 1978 as Registration No. 1,093,909, covering the mark "BIG VALLEY";

h. United States Trademark registered on June 12, 1979 as Registration No. 1,120,142, covering the mark "BIG VALLEY";

i. United States Trademark registered on July 28, 1998 as Registration No. 2,176,930, covering the mark "DESIGN ONLY";

j. United States Trademark registered on November 20, 2001 as Registration No. 2,508,753, covering the mark 'CUP-A-FRUIT';

k. United States Trademark registered on August 24, 1999 as Registration No. 2,271,970, covering the mark 'MOM'S ORGANIC CHOICE"; and

l. United States Trademark registered on November 17, 1998 as Registration No. 2,204,020, covering the mark "FLAVOR LAND USA".

2. Assignor's Representations and Warranties. Assignor represents and warrants that:

a. Assignor has full right and power to release and assign its interest in the Trademarks and any and all marks covered thereby;

b. Assignor has not previously sold, assigned, licensed, transferred, hypothecated or pledged any of its interest in the Trademarks, the marks covered thereby, if any, or rights thereunder;

c. no consent, license, approval, or authorization is required to be obtained by Assignor in connection with the execution, delivery, performance, validity, or enforceability of this Release and Assignment; and

d. this Release and Assignment discharges Assignor's claim to and lien on, and upon recordation in the United States Patent and Trademark Office a perfected security interest in, Assignor's interests in the Trademarks.

3. Miscellaneous Provisions.

a. Choice of Law. This Release and Assignment shall be governed by and construed in accordance with the laws of the State of California.

b. Severability Clause. If any one or more of the provisions contained in this Release and Assignment shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Release and Assignment, but this Release and Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

c. Time is of the Essence. Time is of the essence under this Release and Assignment and any amendment, modification, or revision of it.

d. Attorneys' Fees. In the event that either Assignee or Assignor hereto files an action against the other to interpret or enforce the terms of this Release and Assignment, the prevailing party in such action shall be entitled to recover its attorneys' fees and costs as awarded by a court of competent jurisdiction, whether or not such action is prosecuted to final judgment.

IN WITNESS WHEREOF, this Release and Assignment has been duly executed by Assignor as of the date first written above.

"Assignor"

BANK OF AMERICA, N.A.

By _____
Ken Puro
Its: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On May 17, 2004, before me, the undersigned Notary Public, personally appeared Ken Puro, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CHRISTINE D. SCHOFIELD
COMM. EXP.
NOTARY
PUBLIC
JULY 4, 2005
STATE OF WASHINGTON

Christine D Schofield
Notary Public

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