FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. 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):

DLJ Capital Funding, Inc.

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

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

2. Name and address of receiving party(ies)

Name: H&M Food Systems Company, Inc.

Internal Address:

Street Address: 2210 W. Oaklawn Dr, AR058124

City: Springdale State: AR ZIP: 72762

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

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademark as Security

Execution Date:

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

805,677
767,262

Additional numbers attached? ☐ Yes ☒ No

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

Name: Essa Hicks

Internal Address:

Street Address: 2210 W. Oaklawn Dr, AR058124

City: Springdale State: AR ZIP: 72762

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

502227

(Attach duplicate copy of this page if paying by deposit account)

CH $65.00 502227 0805677

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.

Jenna R. Johnston
Name of Person Signing

Jenna R. Johnston
Signature

7/6/04
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

700096528

DLJ CAPITAL FUNDING, INC.
277 Park Avenue
17th Floor
New York, New York 10172

April 12, 1999

Specialty Foods Corporation
520 Lake Cook Road
Suite 550
Deerfield, IL 60015
Attn: Chief Financial Officer

H&M Food Systems Company, Inc.
c/o Specialty Foods Corporation
520 Lake Cook Road
Suite 550
Deerfield, IL 60015
Attn: Chief Financial Officer

HMFS Holdings, Inc.
c/o Specialty Foods Corporation
520 Lake Cook Road
Suite 550
Deerfield, IL 60015
Attn: Chief Financial Officer

Re: Release of H&M Food Systems Company, Inc. and HMFS Holdings, Inc.

Dear Sirs:

Reference is made to (i) the Term Loan Agreement, dated as of March 16, 1998 (the "Term Loan Agreement"), among Specialty Foods Corporation ("SFC"), as borrower, the various financial institutions party thereto, as term loan lenders (the "Term Loan Lenders"), DLJ Capital Funding, Inc., as the syndication agent and collateral agent for the Term Loan Lenders (in such capacity the "Term Loan Agent"), ABN Amro Bank N.V., as the administrative agent for the Term Loan Lenders, and Summit Bank, as the documentation agent for the Term Loan Lenders, and (ii) the Revolving Credit Agreement, dated as March 16, 1998 (the "Revolving

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Credit Agreement"), among certain subsidiaries of SFC, as revolving credit borrowers (the "Revolving Credit Borrowers"), the various financial institutions party thereto, as revolving credit lenders (the "Revolving Credit Lenders"; together with the Term Loan Lenders, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent and Collateral Agent for the Revolving Credit Lenders (in such capacity the "Revolving Credit Agent;" together with the Term Loan Agent, the "Agent"), ABN Amro Bank N.V., as the administrative agent for the Revolving Credit Lenders, and Summit Bank, as the documentation agent for the Revolving Credit Lenders. Unless otherwise defined in this letter, terms which are defined in the Term Loan Agreement or the Revolving Credit Agreement, as the case may be, are used herein as defined therein.

The Agent has been advised by SFC that IBP, inc. (the "Purchaser") intends to acquire (the "Acquisition"), pursuant to a Stock Purchase Agreement dated as of March 9, 1999 (the "Purchase Agreement") between SFC and the Purchaser, all of the issued and outstanding capital stock of HMFS Holdings, Inc. ("Holdco"), which, in turn, owns all of the issued and outstanding capital stock of H&M Food Systems Company, Inc. ("H&M") (together, the "Released Companies").

In connection with the Acquisition, SFC has requested that, pursuant to Section 10.16 of the Term Loan Agreement, Section 11.16 of the Revolving Credit Agreement and the relevant comparable provisions of the other Loan Documents, the Agent execute and deliver this letter agreement (this "Release Letter"). The undersigned hereby agree that upon, and effective as of, the time of closing of the transactions contemplated by the Purchase Agreement (the "Closing"):

(1) any and all Obligations of each of the Released Companies under the Term Loan Agreement, Revolving Credit Agreement or any other Loan Document shall be fully paid and discharged as against such Released Company, and any such Obligation which by its terms survives termination of a Revolving Credit Borrower or any relevant Loan Document shall continue as an Obligation solely as against the remaining Revolving Credit Borrowers;

(2) all unfunded commitments to make loans or otherwise extend credit to any of the Released Companies under the Revolving Credit Agreement shall be terminated;

(3) any and all security interests, pledges and other liens granted to or held by the Agent for the benefit of any Lender against the property or stock of each of the Released Companies under the Loan Documents (the "Released Collateral") shall be forever satisfied, released and discharged;

(4) any and all other obligations of each of the Released Companies under any of the documents listed in Annex A shall be forever released and discharged; and

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(5) each Released Company shall no longer be a party to any Loan Document.

The Agent will deliver to SFC at Closing: (i) all Revolving Credit I Notes, the Revolving Credit II Notes and the Swingline Notes issued to any Revolving Credit Lender (individually, a "Note" and, collectively, the "Notes") which is in its possession at Closing and will use its best efforts to collect any Note from a Revolving Credit Lender which has not been returned to the Agent by Closing, provided, that if such Note is not returned by such Lender within 30 days after Closing, the Agent will request that such Lender execute and deliver to SFC an affidavit stating that such Note is lost and indemnifying SFC, Holdco and the Purchaser against losses arising out of the possession of such lost Note by any person other than such Lender or its successors and assigns; and provided further that each remaining Revolving Credit Borrowers execute a new Note in substitution for the Note so delivered; (ii) executed Uniform Commercial Code termination statements and such other instruments of release and discharge pertaining to the security interests and liens described in clause (3) above of the Agent in any of the property, real or personal of any of the Released Companies as the Purchaser may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens; and (iii) all stock certificates representing the capital stock of each of the Released Companies pledged to the Agent under the Loan Documents and any other Pledged Collateral of the Released Companies held by the Agent.

The Agent further agrees to deliver such other termination statements or documents as the Purchaser may reasonably request from time to time after the Closing to effectuate, or reflect of public record, the release and discharge of such security interests and liens on the Released Collateral. All of the foregoing deliveries pursuant to the preceding sentence shall be at the expense of SCF, with no liability to the Agent or any Lender, and with no representation or warranty by or recourse to the Agent or any Lender.

H&M, Holdco and the Purchaser are the intended beneficiaries of this Release Letter and are entitled to enforce it.

This letter agreement shall be come effective only when signed by the Agent and accepted and agreed to by SFC, the Purchaser and each of the Released Companies in the spaces provided below.

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THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The undersigned has caused this Release Letter to be executed and delivered by a duly authorized officer on the date first above written.

Very truly yours,

DLJ CAPITAL FUNDING, INC., as Agent

By: _____
Name:
Title:

Accepted and Agreed to:

SPECIALITY FOODS CORPORATION

By: _____
Name:
Title:

IBP, inc.

By: _____
Name:
Title:

H&M FOOD SYSTEMS COMPANY, INC.

By: _____
Name:
Title:

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The undersigned has caused this Release Letter to be executed and delivered by a duly authorized officer on the date first above written.

Very truly yours,

DLJ CAPITAL FUNDING, INC., as Agent

By: _____
Name:
Title:

Accepted and Agreed to:

SPECIALITY FOODS CORPORATION

By: _____
Name: Sean M. Stack
Title: V.P. & Treasurer

IBP, inc.

By: _____
Name:
Title:

H&M FOOD SYSTEMS COMPANY, INC.

By: _____
Name: Sean M. Stack
Title: V.P. & Treasurer

Doc#:DS5:256202.1

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The undersigned has caused this Release Letter to be executed and delivered by a duly authorized officer on the date first above written.

Very truly yours,

DLJ CAPITAL FUNDING, INC., as Agent

By: _____
Name:
Title:

Accepted and Agreed to:

SPECIALITY FOODS CORPORATION

By: _____
Name: Sean M. Stack
Title: V.P. & Treasurer

IBP, inc.

By: _____
Name: Larry Shipley
Title: President IBP Enterprises

H&M FOOD SYSTEMS COMPANY, INC.

By: _____
Name: Sean M. Stack
Title: V.P. & Treasurer

Doc# DS5:256202.1

HMFS HOLDINGS, INC.

By: _____
Name: Sean M. Stack
Title: V.P. & Treasurer

FOODBRANDS AMERICA, INC.

By: _____
Name: W.L. Brady
Title: Vice President

HMFS HOLDINGS, INC.

By: _____
Name:
Title:

FOODBRANDS AMERICA, INC.

By: _____
Name: W.L. Brady
Title: Vice President

Annex A

Documents

1. Term Loan Agreement
2. Revolving Credit Agreement
3. Revolving Credit I Notes, Revolving Credit II Notes and the Swingline Notes.
4. Revolving Credit Borrower Security Agreement
5. Revolving Credit Borrowers Pledge Agreement
6. Revolving Credit Borrowers Copyright Security Agreement
7. Revolving Credit Borrowers Patent Security Agreement
8. Revolving Credit Borrowers Trademark Security Agreement
9. Subsidiary Guarantee
10. Subsidiary Security Agreement
11. Subsidiary Pledge Agreement
12. Subsidiary Copyright Security Agreement
13. Subsidiary Patent Security Agreement
14. Subsidiary Trademark Security Agreement
15. Concentration Account Agreement
16. all other guarantees, instruments, agreements and other documents executed by any of the Released Companies in connection with the Loan Documents.