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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨⇨⇨ ▼

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>JP Morgan Chase Bank, fka The Chase Manhattan Bank</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Eagle Family Foods, Inc.</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>735 Taylor Road</u> City: <u>Gahanna</u> State: <u>OH</u> Zip: <u>43230</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>	
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u></p> <p>Execution Date: <u>December 24, 2003</u></p>		<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ _____</p> <p>B. Trademark Registration No.(s) <u>1,499,790;</u> <u>1,410,798; 1,140,027</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kim A. Walker</u> Internal Address: <u>Willkie Farr & Gallagher LLP</u> _____</p> <p>Street Address: <u>787 7th Avenue</u> _____</p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10019</u></p>		<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-2405</u></p>	

DO NOT USE THIS SPACE

9. Signature.

Kim A. Walker
Name of Person Signing

Kim A. Walker
Signature

12/24/03
Date

Total number of pages including cover sheet, attachments, and document: 4

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



12-24-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #57

TRADEMARK
REEL: 002894 FRAME: 0205

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 24th day of December, 2003, by JPMorgan Chase Bank, as collateral agent (the "Agent"), in favor of Eagle Family Foods, Inc. (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of January 23, 1998, by and between Obligor and Agent, among others ("Security Agreement"), Obligor has granted a security interest in certain of its tangible and intangible personal property, including, but not limited to, the trademarks listed on the attached Exhibit A, together with any applications for federal registration or federal registrations therefor (collectively, the "Released Trademarks");

WHEREAS, the Security Agreement was filed on behalf of Agent in the United States Patent and Trademark Office, at reel/frame 1693/0001, to evidence the security interest granted to Agent thereunder;

WHEREAS, as a result of the sale of all of the assets comprising the Business (as defined in the Asset Purchase Agreement between Eagle Family Foods, Inc., and Dean Specialty Foods, Inc., dated as of December 24, 2003 (the "Purchase Agreement"), Agent has agreed to release and terminate its rights and security interest in the Released Trademarks;

WHEREAS, Obligor has requested that Agent: (a) terminate and release the liens and interests of Agent in the Released Trademarks; and (b) execute and deliver evidence of such termination and release for filing in the Patent and Trademark Office; and

WHEREAS, Obligor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Released Trademarks under the Security Agreement, and the parties seek to make a record of Agent's release and reassignments to Obligor of any and all of its security interests in the Released Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases, discharges, and relinquishes, as of December 24, 2003, its security interests in the Released Trademarks. Agent specifically acknowledges that its security interests in the Released Trademarks are no longer in force.

EXHIBIT A

Trademark	Country	Reg. No.	Reg. Date
BOTTLE SHAPE DESIGN (Cremora)	U.S.	1,499,790	8/9/88
CREMORA	U.S.	1,410,798	9/23/86
REGENCY	U.S.	1,140,027	9/30/80